



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 10, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 June 10, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award a contract to provide armed and unarmed security services at various Department of Public Works and County facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that these services can be more economically performed by an independent contractor than by County employees.
2. Award the contract for Armed and Unarmed Security Services for Various Public Works Facilities in the annual sum of \$1,581,240 to Cypress Security, LLC, and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on July 1, 2014, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a potential maximum contract sum of \$8,696,820.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen and additional work within the scope of the contract, if required.
4. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her

designee, Cypress Security, LLC, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide armed and unarmed security services for the Department of Public Works and County facilities to prevent theft and vandalism to County property in various field facilities and maintenance yards throughout Los Angeles County. Public Works has contracted for these services since 1981.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$1,581,240, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor.

Funding for these services is included in the recommended Fiscal Year 2014-15 Public Works various fund budgets. When the need arises for services under this contract, financing the required services will be from the appropriate fund source. The total annual expenditures for these services will not exceed the contract amount approved by the Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Cypress Security, LLC, located in San Francisco, California, with a local office in Santa Fe Springs. This contract will be for a period of 1 year commencing on July 1, 2014, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

The contract has been executed by Cypress Security, LLC, and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of

Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on October 17, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

This Proposition A contract does not allow cost-of-living adjustments for the option years.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On October 21, 2013, Public Works solicited proposals from 125 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On November 21, 2013, six proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Two proposals were disqualified, one of the proposals was disqualified for not meeting the minimum mandatory requirements of the RFP, and the other proposal was disqualified for submitting a proposal subject to exceptions to the RFP's requirements. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts. In the last three years, the recommended contractor had one claim recorded with the State Division of Labor Standards Enforcement resulting in \$3,345 for the claimant. The County Labor Law Assessment Team (Assessment Team) reviewed this finding and determined that the reported Labor Law violations did not show a pattern by the contractor to intentionally violate State Labor Laws, and that based on the number of employees employed by the contractor and the payout of the violations, the violations for the contractor appear insignificant. However, the contractor did not accurately self-report all Labor Law violations. Therefore, in accordance with the Assessment Guidelines, the Assessment Team recommended a 1 percent deduction to the recommended contractor's evaluation score. Public Works assessed the 1 percent deduction and found Cypress Security, LLC, to be the highest-rated, responsive, and responsible proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

6/10/2014

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly distinguishable.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

BOARD EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS SECURITY, LLC
FOR

ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS
PUBLIC WORKS FACILITIES (2013-PA013)

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AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES FOR
VARIOUS PUBLIC WORKS FACILITIES

BOARD EXECUTE

THIS AGREEMENT, made and entered into this 10th day of June, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CYPRESS SECURITY, LLC, a Limited Liability Company (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 21, 2013, hereby agrees to provide services as described in this Contract for Armed and Unarmed Security Services for Various Public Works Facilities.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Schedule of Locations and Hours; Exhibit G, Contract Discrepancy Report; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Equipment Inventory, Damage, and Loss Liability; Exhibit J, Statement of Loss County Security Equipment; Exhibit K, Performance Requirements Summary; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$1,581,240 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2014. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to

the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2.1, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to,

Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: A faithful performance bond, substantially in the form attached as the Exhibit J, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total annual Contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By

Don Krake

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By

Anta

Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Anta

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By

Carole Suzuki

Deputy

CYPRESS SECURITY, LLC

By

[Signature]
Its President

JONAS TEGNERUD

Type or Print Name

By

[Signature]
Its Secretary

Genevieve Prunoy

Type or Print Name

ADOPTED
BOARD OF SUPERVISORS

43 JUN 10 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Please see
attached
California
Acknowledgement

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On 4/16/2014 before me, Ezequiel Villalobos, Notary Public,
(Here insert name and title of the officer)
personally appeared Jonas Tegner,

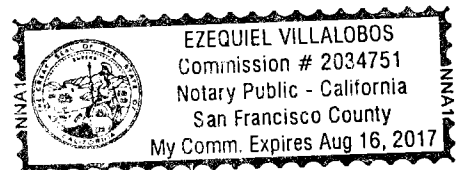
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco ss

On April 18, 2014 before me, Anita Odena Cruz
(Here insert name and title of the officer)

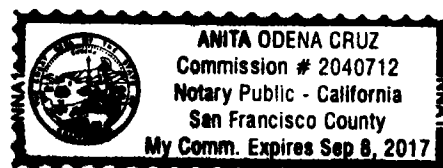
personally appeared Genevieve Autumn Truong

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anita Odena Cruz (Notary Seal)
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

Agreement for Armed and Unarmed Security Services

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 04/18/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual(s)

☒ Corporate Officer

Secretary
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she they~~ - is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK

ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS
PUBLIC WORKS FACILITIES (2013-PA013)A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Jesus Castillo of Administrative Services Division, who may be contacted at (626) 458-4055, e-mail address: jcastill@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. Outlying Public Works yard supervisors will be designated as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Locations and Hours and Days of Service

Work locations and hours and days of service are indicated in Exhibit F, Schedule of Locations and Hours.

Work locations and the number of hours may be increased or reduced during the contract period by the Contract Manager. Any additional work requested by the Contract Manager will be provided to the County at the rates quoted in Form PW-2, Schedule of Prices. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites.

C. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the facility's on-site Assistant Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.

4. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

D. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.
- c. Contractor shall provide vehicle for performance of the work when requested and authorized by Public Works. Such vehicle travel shall be reimbursed at the County's current employee permittee mileage rate.

2. Performance Standards

- a. Security officers shall not eat, read, or use personal radios, CD, cell phones, televisions, laptop computers or any handheld computer, or any other electronic devices, etc., at their assigned posts at anytime.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be attired in uniform as outlined in this Exhibit's paragraph 1.1, Contractor-Furnished Items. Security officers shall be in full uniform, including black shoes, and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.

- f. Security officers shall not use any County telephone except for calls directly related to providing these services such as making or receiving calls to or from their supervisors or representatives of the County.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the on-site Assistant Contract Manager.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall advise the facility's on-site Assistant Contract Manager prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

5. Reports and Logs

- a. Security officers shall maintain a daily security log sheet and be made available each day to the facility's on-site Assistant Contract Manager.
- b. Security log sheets shall include, but are not limited to, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d. Security officers shall report immediately (to the facility's on-site Assistant Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Assistant Contract Manager, within two hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above. The on-site Assistant Contract Manager will then alert the Contract Manager.

6. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Assistant Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the beat assignments. Where unresolved questions arise, the supervisor shall contact the facility's on-site Assistant Contract Manager for advice. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

7. Inquiries and Complaints

- a. The Contractor shall maintain a telephone at an office within Los Angeles County and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the Assistant

Contract Manager, or Director. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.

- b. The Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

E. Responsibilities of Contractor

1. General Responsibilities

- a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent speaking and writing the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18.
- e. Security officers shall have a working knowledge of Pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (B.S.I.S.), and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)

- 5) California Firearms Qualification Cards (for armed security officers)
 - 6) B.S.I.S. impact weapon (baton) training
 - 7) Security officers shall require drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last ten years
 - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition, able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the Contract Manager on each security officer submitted for employment under this Contract. Resume requirements are outlined in this Exhibit's Item K, paragraph 6, Security Personnel Background and Experience.
- i. All security officers assigned to Public Works shall meet the above standards and the Contractor shall provide a written certification to the facility's on-site Assistant Contract Manager, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- l. At the request of the facility's on-site Assistant Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations such as mentioned on Page A.7 and A.8.

The Contractor shall immediately replace any security officer removed in order to continue the required service levels.

2. Additional Obligations

- a. By the placing of security officers at Public Works facilities, the Contractor is certifying that those persons assigned are in sound physical and emotional health necessary to perform duties required.
- b. Work areas and/or location(s) in Public Works used by the Contractor shall be accessible and subject to inspection by the facility's on-site Assistant Contract Manager.
- c. Work areas and/or any location(s) used by the Contractor will be subject to inspection by various public entities responsible for the inspection of other County and public facilities.
- d. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- e. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- f. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required state of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices.
- g. Upon Public Works' written request, the Contractor may be required to provide the services of one or more unarmed Lieutenants or Security Directors. The Contractor's compensation for unarmed Lieutenants shall be at the rate as indicated on Form PW-2, Schedule of Prices, for armed Sergeant and unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant as indicated on Form PW-2, Schedule of Prices.

3. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at a Public Works facility and shall be subject to all rules and regulations of the facility.
- b. All weapons must be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Assistant Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the facility's on-site Assistant Contract Manager with an updated list of employees' names who can be assigned to Public Works facilities. The list shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this contract are made, Contractor shall supply an updated staffing plan.
- e. Keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and left with the facility's on-site Assistant Contract Manager at the end of each shift where required.
- f. The Contractor shall be responsible for obtaining necessary labor approvals, which will allow its employees to work a 4/40 work week under this Contract. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Indiscreet conduct or actions.

- 5) Reading newspapers, magazines, or other nonwork-related materials.
- 6) Listening to radios, TVs, or CD players, or any other electronic devices.
- 7) Wearing of headphones.
- 8) Rude or inconsiderate acts to County employees and/or visitors.
- 9) Using cellular phones for personal business.
- 10) Playing handheld computer devices, i.e., IPOD, iPad, tablets, etc.

4. Emergency Conditions/Work Action

In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Assistant Contract Manager. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

F. Contract Administration

1. Role of County Staff: Contract Manager

Outlying Public Works yard supervisors will be designated as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. The Contract Manager will have general oversight of this Contract and will be supported by as well as coordinate with the individual Assistant Contract Managers and Contractor. Public Works personnel will be made available for Contractor to answer questions and provide the necessary liaison between Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff: Account Executive/Supervisor

The Contractor shall assign an account executive to Public Works' account. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between the Contractor and the facility's on-site Assistant Contract Manager. Please refer to page A.16 for description of duties.

3. Contract Director

- a. The Contractor shall provide the name of the Contract Director who is to work on this service to the Contract Manager prior to the commencement of this Contract. The Contractor shall provide a telephone number(s) where the Contract Director (or identified alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. The Contract Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. The Contract Director or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.
- d. The Contract Director shall have at least five years of experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak, and understand English.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

5. Key Personnel Change

The Contractor shall not make changes in key personnel subsequent to the award of the contract without prior knowledge and approval of the County. Additionally, the County reserves the right to interview and approve personnel, approve any and all personnel changes, or to request personnel changes as the County deems appropriate during the course of contract.

G. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using Public Works facilities for conducting other business interests which are not related to, or required for, Public Works security services.

The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the facility's on-site Assistant Contract Manager on a monthly basis to determine any abuse.

- b. The Radiotelephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to Contract start-up, the Contractor and the facility's on-site Assistant Contract Manager will prepare an Equipment Inventory, Damage, and Loss Liability form (Exhibit I) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the quality assurance evaluator and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit G) will be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
 - 3. The Contractor shall not make any alterations to the equipment or facilities except with the written permission of the facility's on-site Assistant Contract Manager.
 - 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

H. Contractor-Furnished Items

- 1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt

- b. Shirt/blouse
 - c. Belt, shoes, and socks - solid black
 - d. Shoulder patches
- 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
 - 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
 - 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
 - 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam Brown belt
 - b. Handcuff case
 - c. Four keepers
 - d. Key snap
 - e. One heavy-duty, 3 or 5 cell flashlight
 - f. One set of handcuffs, plus female key
 - g. Badge
 - h. Name tag
 - i. Holster (armed security officers only)
 - j. Ammunition pouch (armed security officers only)

- k. Baton ring
- l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position. The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures. (Armed security officers only.)
- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semijacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semijacketed hollow point only. (Armed security officers only.)
- n. One baton, as requested
- o. Rain gear (as needed)
- P. Jacket (as needed)

I. Weapons List

The Contractor shall provide the facility's on-site Assistant Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

J. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working in the facilities. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

K. Specific Tasks

The tasks outlined below are specific, but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Assistant Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract

Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Assistant Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to these instructions in the beat books.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Be courteous.
- c. Maintain good personal and uniform appearance.
- d. Monitor parking, as directed.
- e. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- f. Intervene to terminate injurious acts.
- g. Conduct searches of individuals for weapons.
- h. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- i. Answer questions of visitors regarding geographic locations, services, and functions.
- j. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- k. Prevent the introduction of contraband to a facility.
- l. Punch a time clock at assigned station, as directed.
- m. Open/close and lock/unlock doors and gates, as directed.
- n. Reduce and/or turn off facility lighting and close window coverings, as required.

- o. Verify the security of safes and other areas where equipment or materials of value are stored.
- p. Raise and lower flags.
- q. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- r. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- s. Immediately relay reports of bomb threats to the facility's on-site Assistant Contract Manager.
- t. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- u. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Assistant Contract Manager.
- v. Monitor alarm systems and electronic surveillance equipment.
- w. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- x. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- y. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities.
- z. Detain suspects pending transportation and booking by the local law enforcement agency.
- aa. Operate a bicycle, motor cart, or automobile, where directed.
- bb. Knowledge in the care and use of an impact weapon (baton).
- cc. Knowledge of self-defense and restraint procedures.

- dd. Communicate effectively with individuals and the general public.
- ee. React quickly, take command of an emergency situation.
- ff. Use good judgment and discretion in handling the unruly or trespassing public.
- gg. Remember facts and details concerning specific situations.
- hh. Write incident reports.
- ii. Complete nonemployee injury reports.
- jj. Maintain logs and reports.
- kk. Provide escort services.
- ll. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Account Executive/Supervisor Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper

methods and explain conditions under which deviations are permissible.

- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the facility's on-site Assistant Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish, with the advice and consent of the facility's on-site Assistant Contract Manager, contract policy and procedures.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.

- b. The following is a list of forms (see Exhibits G through J) applicable to the security Statement of Work:

- Contract Discrepancy Report (Exhibit G)
 - Notice of Proposed Payment Adjustment (Exhibit H)
 - Equipment Inventory, Damage, and Loss Liability (Exhibit I)
 - Statement of Loss of County Security Equipment (Exhibit J)

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit K) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

- a. Quality Assurance Surveillance Plan

Each month, the Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling.
 - 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
 - 3) Customer complaints.

- b. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the facility's on-site Assistant Contract Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the facility's on-site Assistant Contract Manager determines the performance is unacceptable, the facility's on-site Assistant Contract Manager will initiate a Contract Discrepancy Report which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the

problem shall be prevented in the future. The facility's on-site Assistant Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contract Manager.

c. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

d. Contractor Payment

For acceptable performance, the Contractor will be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage or the number of hours of unacceptable service. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

e. Adjustment for Deviation

The Performance Requirements Summary (Exhibit J) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

f. Notice of Adjustments

The County will give the Contractor written notice (Exhibit H) of any adjustments. The Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five day period, it denotes Contractor's agreement with adjustments.

6. Security Personnel Background and Experience

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The Contractor shall complete background investigations and training requirements for all security officers and supervisors to be utilized under this Contract. Documentation of a background investigation and training of security officers by the Contractor shall be presented to the Director when requested by the Contract

Manager. If such documentation is not presented as required, this Contract may be subject to cancellation. The final decision as to suitability of security officers and supervisors for employment rests with Public Works.

- a. Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material, and personnel that the security officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment and as necessary, or requested by Public Works during employment. Discretion as to suitability for employment of security officers or supervisors by Contractor rests with Public Works.
- b. Security officers and supervisors shall be able to pass the County's background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the Sheriff's Department investigation process.
- c. Security officers and supervisors who have been involved in any of the following will not be accepted:
 - 1) Any felony conviction.
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse.
 - 4) Any pattern of irresponsible behavior, including, but not limited to, an unreasonable driving or employment record.
- d. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information

The candidate's name, age, current address, security officer's classification, social security number, and date of birth.

2) Employment History

A listing of all jobs held by candidate starting with present or last job first, and any period of unemployment in the last ten years, highlighting security experience.

3) Military Record

If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Explain why if the candidate does not possess a Selective Service Card or military discharge papers.

4) Criminal Record

Any criminal record of the candidate shall be shown.

- e. Contract Director - Equivalent of five years' paid security services management and operations experience.
- k. Supervisors (Lieutenant level and above) - Equivalent of two years' security supervisory experience.
- l. Sergeants - Equivalent of three years' paid armed security experience and one years' security supervisory experience.
- m. Unarmed security officers - Equivalent of two years' paid security experience.
- n. Armed security officers - Equivalent of three years' paid armed security experience.
- o. Security officers and supervisors shall possess:
 - 1) Active and valid State of California Guard Registration Card
 - 2) Active and valid State of California Weapons Permit (except unarmed)
 - 3) Impact weapon (baton) training certification as approved by B.S.I.S.
 - 4) Active and valid First Aid Certificate or EMS Certificate
 - 5) Active and valid Cardiopulmonary Resuscitation Certificate

- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License
- 8) Social Security Card

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract. All of the Contractor's employees working at locations shall be able to read, write, and communicate in English.

L. Minimum Level of Compensation

The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer (unarmed)	\$11.84/hr.
Security Officer (armed)	\$12.85/hr.
Sergeant (armed)	\$15.00/hr.
As-needed Lieutenant (armed)	\$15.00/hr.

The minimum level of compensation set forth does not include any amount for health plan or any other benefits.

M. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due the Contractor, liquidated damages in the sum indicated in Exhibit J, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

N. Utilities

The County will not provide utilities.

O. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

R. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

S. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and

maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's

non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract, including but not limited to security officer, sergeant/lieutenant, and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only

make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.

3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any

and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph F of this Section. If Contractor provides armed security guards, insurance policy shall not contain any exclusion for firearms-related liability. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its

Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall

include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions,

conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

1. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation

of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

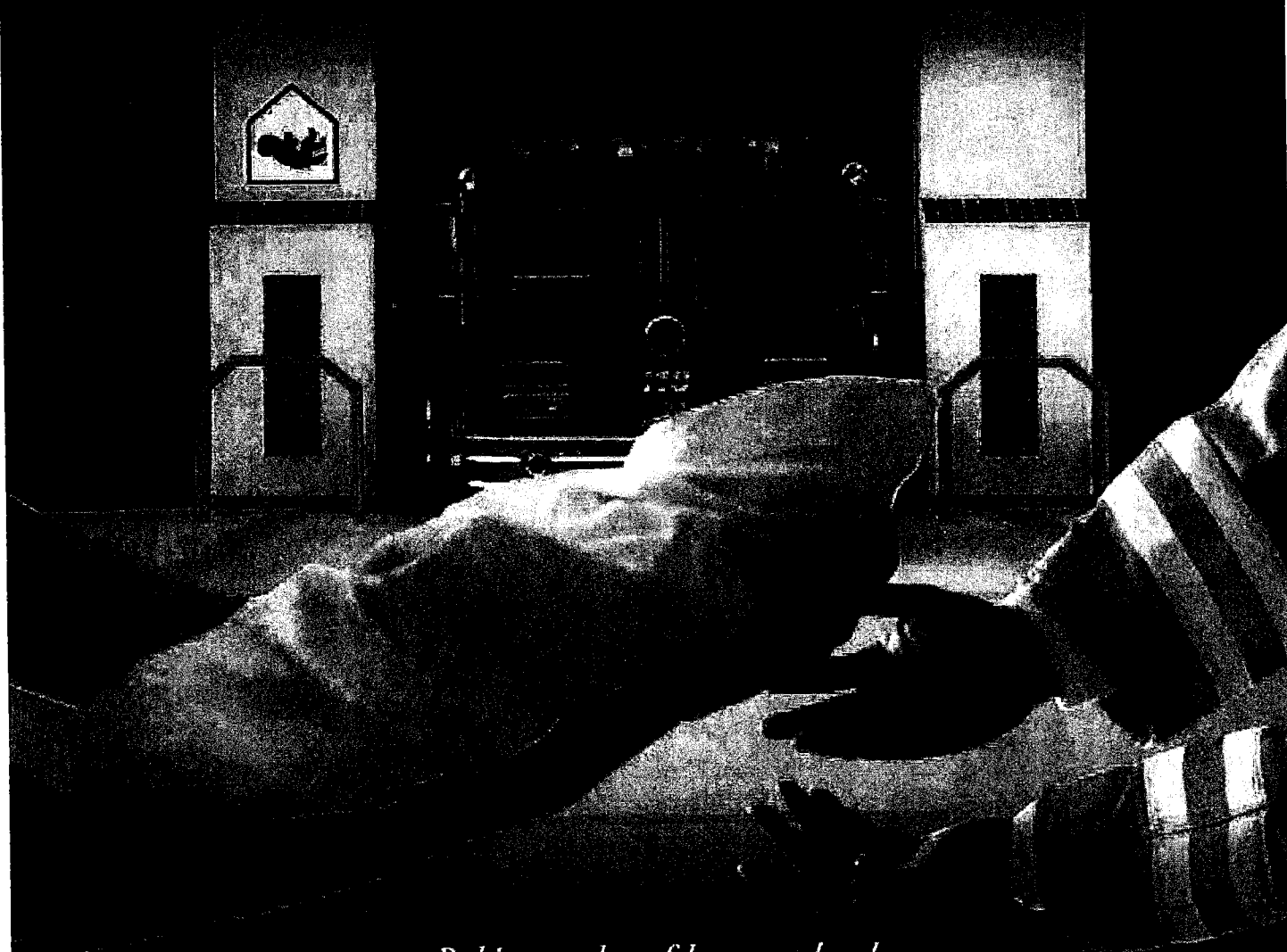
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law is a California law that allows a parent or surrendering adult to safely surrender a baby to hospital or fire station staff within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

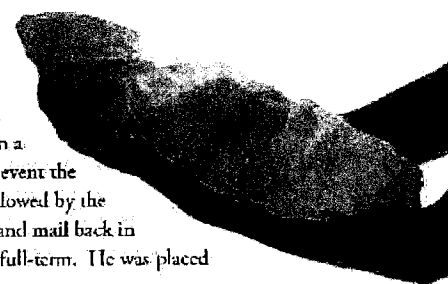
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que también de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

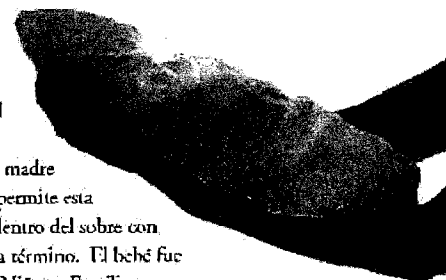
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCIA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

EXHIBIT E

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

FACILITIES LOCATIONS AND HOURS/DAYS OF SERVICE

Note: The required service hours for each location may change during the contract term. These hours are only estimates, and that the unit prices quoted in the Form PW-2, will apply to the actual quantities of the provided service, whatever they may be.

LOCATION	LEVEL	DAYS	HOURS	ESTIMATED HOURS
OPERATIONAL SERVICES 1525 and 1537 Alcazar Street Los Angeles, CA 90033 (Lower Central Yard)	Security Officer (Armed)	Daily	24 hrs. – 7 days/week	8,736
OPERATIONAL SERVICES 2275 Alcazar Street Los Angeles, CA 90033 (Upper Central Yard)	Security Officer (Armed)	Monday to Saturday	3 p.m. to 7 a.m.	6,744*
		Saturday to Monday	7 a.m. to 7 a.m.	
		Holidays	24 hours	
COMPTON CREEK Flood Maintenance 19000 S. Santa Fe Avenue Rancho Dominguez, CA	Security Officer (Armed) (Sept. 16 – Jan. 1 only)	Monday to Friday	3 p.m. to 7 a.m.	2,864*
		Weekends and Holidays	24 hours	
HANSEN YARD Flood Maintenance 10179 Glenoaks Boulevard Sun Valley, CA 91352	Security Officer (Armed)	Friday to Monday	5 p.m. to 7 a.m.	3,488-4,091* (The hours may vary, the total hours for this location in PW-2 and LW-8 is 4,091)
		Holidays	5 p.m. day before to 7 a.m. day after holiday	
IMPERIAL YARD Flood Maintenance 5525 East Imperial Highway South Gate, CA 90280	Security Officer (Armed)	Saturday to Monday	6 a.m. to 6 a.m.	6389* (The hours may vary based on the day of Holiday, the total hours for this location in PW-2 and LW-8 is 6,246)
		Monday to Saturday	5 p.m. to 6 a.m.	
		Holidays	24 hours	
LA RIVER Flood Maintenance Patrol to start at Imperial Yard	Security Officer (Armed)	Various, 8 hours	Various	2080*
LA RIVER	Security Officer	Monday to Friday	4 p.m. to 7 a.m.	2,358-2,816*

FACILITIES LOCATIONS AND HOURS/DAYS OF SERVICE

Note: The required service hours for each location may change during the contract term. These hours are only estimates, and that the unit prices quoted in the Form PW-2, will apply to the actual quantities of the provided service, whatever they may be.

Flood Maintenance 3398 De Forest Avenue Long Beach, CA 90807	(Armed) (Sept. 16 – Jan. 1 only)	Weekends and Holidays	24 hours	(The hours may vary, the total hours for this location in PW-2 and LW-8 is 2,816)
PACOIMA DAM Flood Maintenance 15300 North Pacoima Canyon Road Pacoima, CA 91331	Security Officer (Armed)	Weekends	Friday 3 p.m. to Saturday 7 a.m., Saturday 3 p.m. to Sunday 7 a.m., Sunday 3 p.m. to Monday 7 a.m.	2,496
HOLLYDALE YARD Road Maintenance 11282 South Garfield Avenue Downey, CA 90242	Security Officer (Armed)	Monday to Saturday	4 p.m. to 8 a.m.	6,744*
		Saturday to Monday	8 a.m. to 8 a.m.	
		Holidays	24 hours	
SOUTH YARD Sewer Maintenance Field Office 1129 East 59th Street Los Angeles, CA 90001	Security Officer (Armed)	Monday to Saturday	5 p.m. to 6 a.m.	5,964*
		Saturday to Monday	Saturday 6 a.m. to Monday 6 a.m.	
		Holidays	24 hours	
LOCATION	LEVEL	DAYS	HOURS	ESTIMATED HOURS
COMMUNITY DEVELOPMENT COMMISSION - PARKING LOT 922 South Fetterly Avenue Los Angeles, CA 90022	Security Officer (Armed)	Daily	11 a.m. to 7 p.m.	2,912*
VIA VERDE - PARKING LOT 21320 Via Verde Road San Dimas, CA 91733	Security Officer (Unarmed)	Monday to Friday	6 a.m. to 7 p.m.	3,412*
VINCENT GRADE/ACTON - PARKING LOT 733 West Sierra Highway Acton, CA 93550	Security Officer (Unarmed)	Monday to Friday	4 a.m. to 10:30 p.m.	4,842*
FAIRPLEX (GANESHA PARK) - PARKING LOT 1810 Gillette Road Pomona, Ca 91768	Security Officer (Unarmed)	Monday to Friday	5 a.m. to 8 p.m.	3,932*

FACILITIES LOCATIONS AND HOURS/DAYS OF SERVICE

Note: The required service hours for each location may change during the contract term. These hours are only estimates, and that the unit prices quoted in the Form PW-2, will apply to the actual quantities of the provided service, whatever they may be.

VENTURA PARK - PARKING LOT 10801 Ventura Boulevard Studio City, CA 91604	Security Officer (Unarmed)	Monday to Friday	6 a.m. to 6 p.m.	3,152*
AS-NEEDED	Security Officer (Unarmed)	Various	Various	2,000
AS-NEEDED	Sergeant (Unarmed)	Various	Various	2,000
AS-NEEDED	Sergeant (Armed)	Various	Various	2,000
AS-NEEDED	Lieutenant (Unarmed)	Various	Various	2,000

* Includes estimated 88 hours of holiday coverage. Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: _____

Facility _____

Employee Name _____

Employee Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before?:

Yes___ No___ If yes, when? _____

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: _____

Corrective Action:

Plan to Prevent Recurrence:

Signed _____ Date _____
Contractor's Contract Director

Return to Contract Manager

DATE: _____

TO: _____

FROM: _____

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the Security Services for Los Angeles County Department of Public Works for Contract Deviations(s) at:

Facility _____

Date _____

Shift _____

Amount of Deduction \$_____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, Administrative Services Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit G)

EXHIBIT I

TO: Contract Manager/Assistant Contract Manager

FROM: _____ Contractor (firm name)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for armed and unarmed security at the Public Works _____ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	EQUIPMENT	CONDITION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: _____ Contract Manager: _____

Date: _____ Contractor (Firm Name): _____

Date: _____ Contractor's Authorized Signature: _____

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, _____, do hereby report the loss of the _____.
(Identify what equipment was lost/stolen.) The _____ was
LOST/STOLEN under the following circumstances, and cannot be found. (In the space
provided below, explain the circumstances under which the item or items were
LOST/STOLEN.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Date of Loss: _____

Police Agency Report to: _____

Date: _____

Contractor (Firm Name): _____

Contract Director signature: _____

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aids provided, when required and certification kept active and valid.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	Escort provided within 5 minutes of request.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor or any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Secure Safe	Safes locked.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Promptness	Reported to work within 5 minutes of start of work shift.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
10. Held Over until Relieved	Procedure is follow for relieve of shift. Post manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Time Clock Patrol	Rounds made on schedule. Clocks activated.	Deduct 2 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. When the wand is inoperable tours shall be done manually and reported on a patrol log.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
15. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	Officer removed permanently	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	Deduct 8 hours per shift not covered plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Responds to Incidents / Provides Backup	Provides assistance as required.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Drives Vehicle	Drives vehicle as required.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Completed investigations in a timely manner.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Reviews Subordinates' Reports	Completes on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. License and Certification	All license and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Armed/Unarmed Security Services for Public Works Field Facilities, and is required by said County to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 ____ .

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its



Thursday, November 21, 2013

**A SECURITY
PARTNERSHIP PROGRAM
FOR
THE COUNTY OF LOS
ANGELES
DEPARTMENT OF PUBLIC
WORKS**

Response to RFP for
Armed and Unarmed Security Services for Various
Public Works Facilities (2013-PA013)

Cypress Private Security
9926 Pioneer Blvd. Suite 106
Santa Fe Spring, CA 90670
1-866-345-1277

**Cypress Private Security
Mission Statement**

*"To provide the best security
workforce management
services in the Western
United States delivered with
excellent customer service
for quality clients."*

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3. LETTER OF TRANSMITTAL

Dear County of L.A. Department of Public Works,

Cypress Private Security sincerely appreciates the opportunity to present this proposal for continuing to serve the unique security requirements of the County of Los Angeles Department of Public Works. For the past four and a half years we have greatly appreciated our partnership. We know what a serious responsibility it is to select the right company to best meet your security needs and we hope to continue this relationship as your security provider.


Felix Guerrero, the branch manager, is on call 24/7, making it easy for County representatives to contact him whenever a need arises. With an emphasis on rapid emergency response, Cypress will continue to serve the County effectively. Our response times consistently have been less than 24 hours after initial notification.

This swift response time is thanks to a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Cypress fosters a strong sense of accountability and ownership across the organization. At CPS, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

After you have evaluated our proposal, we are confident that you will find that Cypress Private Security is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

We have read and reviewed the RFP and understand the work to be accomplished.

Respectfully,



Kes Narbutas
Chief Executive Officer

Primary Contact Authorized to Represent Cypress
George Weymer, Business Development Manager
9926 Pioneer Blvd. Suite 106 Santa Fe Springs, CA 90670
Direct: 562-222-4196
Cell: 562-208-6009
Fax: 562-222-4198
Email: geweymer@cypress-security.com

4. SUPPORT DOCUMENTS

B. Limited Liability Company

On the following pages, we present our Certificate of Status and our most recent Statement of Information, which includes a list of corporate officers.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: CYPRESS SECURITY, LLC

FILE NUMBER: 199609910012
FORMATION DATE: 04/08/1996
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.



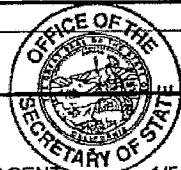
No information is available from this office regarding the financial condition, business activities or practices of the entity.


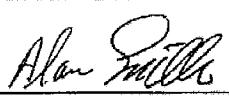


IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 13, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State

 State of California Secretary of State		<div style="border: 1px solid black; padding: 2px; width: 20px; float: right;">L</div>
STATEMENT OF INFORMATION (Limited Liability Company)		
Filing Fee \$20.00. If amendment, see instructions.		
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.) CYPRESS SECURITY, LLC 199609910012		ENDORSED - FILED in the office of the Secretary of State of the State of California JAN 06 2010
		This Space For Filing Use Only
DUE DATE:		
FILE NUMBER AND STATE OR PLACE OF ORGANIZATION		
2. SECRETARY OF STATE FILE NUMBER 199609910012	3. STATE OR PLACE OF ORGANIZATION CALIFORNIA	
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 452 TEHAMA ST	CITY AND STATE SAN FRANCISCO, CA	ZIP CODE 94103
5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY) 452 TEHAMA ST	CITY SAN FRANCISCO	STATE CA
		ZIP CODE 94103
NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY		
6. NAME	ADDRESS	CITY AND STATE
NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)		
7. NAME	ADDRESS	CITY AND STATE
NILS WELIN	452 TEHAMA ST	SAN FRANCISCO, CA
8. NAME	ADDRESS	CITY AND STATE
KES NARBUTAS	452 TEHAMA ST	SAN FRANCISCO, CA
9. NAME	ADDRESS	CITY AND STATE
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1506 and Item 11 must be left blank.)		
10. NAME OF AGENT FOR SERVICE OF PROCESS NILS WELIN		
11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE
452 TEHAMA ST	SAN FRANCISCO	CA
TYPE OF BUSINESS		
12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY SECURITY SERVICES		
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.		
ALAN MILLER TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	 SIGNATURE	 AGENT
		1/5/2010 DATE
LLC-12 (REV 03/2007)		APPROVED BY SECRETARY OF STATE

 State of California Secretary of State		<div style="border: 1px solid black; padding: 2px; width: 20px; margin: 0 auto;">L</div>
STATEMENT OF INFORMATION (Limited Liability Company)		
Filing Fee \$20.00. If amendment, see instructions.		
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.) CYPRESS SECURITY, LLC 199609910012		ENDORSED - FILED in the office of the Secretary of State of the State of California JAN 06 2010
		This Space For Filing Use Only
DUE DATE:		
FILE NUMBER AND STATE OR PLACE OF ORGANIZATION		
2. SECRETARY OF STATE FILE NUMBER 199609910012	3. STATE OR PLACE OF ORGANIZATION CALIFORNIA	
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
452 TEHAMA ST	SAN FRANCISCO, CA	94103
5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)	CITY	STATE ZIP CODE
452 TEHAMA ST	SAN FRANCISCO	CA 94103
NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY		
6. NAME	ADDRESS	CITY AND STATE ZIP CODE
NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)		
7. NAME	ADDRESS	CITY AND STATE ZIP CODE
NILS WELIN	452 TEHAMA ST	SAN FRANCISCO, CA 94103
8. NAME	ADDRESS	CITY AND STATE ZIP CODE
KES NARBUTAS	452 TEHAMA ST	SAN FRANCISCO, CA 94103
9. NAME	ADDRESS	CITY AND STATE ZIP CODE
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)		
10. NAME OF AGENT FOR SERVICE OF PROCESS		
NILS WELIN		
11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE ZIP CODE
452 TEHAMA ST	SAN FRANCISCO	CA 94103
TYPE OF BUSINESS		
12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY		
SECURITY SERVICES		
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.		
ALAN MILLER TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	 SIGNATURE	AGENT 1/5/2010 TITLE DATE
LLC-12 (REV 03/2007)		APPROVED BY SECRETARY OF STATE



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 1 page(s) is a full, true and
correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of the State
of California this day of

FEB 19 2010

Debra Bowen

DEBRA BOWEN
Secretary of State

5. EXPERIENCE

Background

Cypress Private Security, LLC, headquartered in San Francisco, California, has been providing armed and unarmed contract security services to a wide variety of markets since 1996. Our clients include government agencies and municipalities (including transit agencies, ports, utility districts, and other critical infrastructure clients); corporate campuses; museums and cultural properties; residential communities and housing authorities; a variety of commercial buildings; and medical facilities. With a custom-tailored approach to each of our clients' security needs, CPS provides unmatched security solutions to meet the specific needs of different businesses.

Cypress Private Security specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. CPS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested training. CPS operates nine offices and employs approximately 950 security officers. CPS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (BSIS) (License No. PPO 12497), by the state of Nevada (License No. PPO 1438), and by Washington state (License No. PPO 730). In the San Francisco Bay Area, CPS is a union company and is signatory to the Service Employees International Union, United Services Workers West (SEIU-USWW) Master Collective Bargaining Agreement.

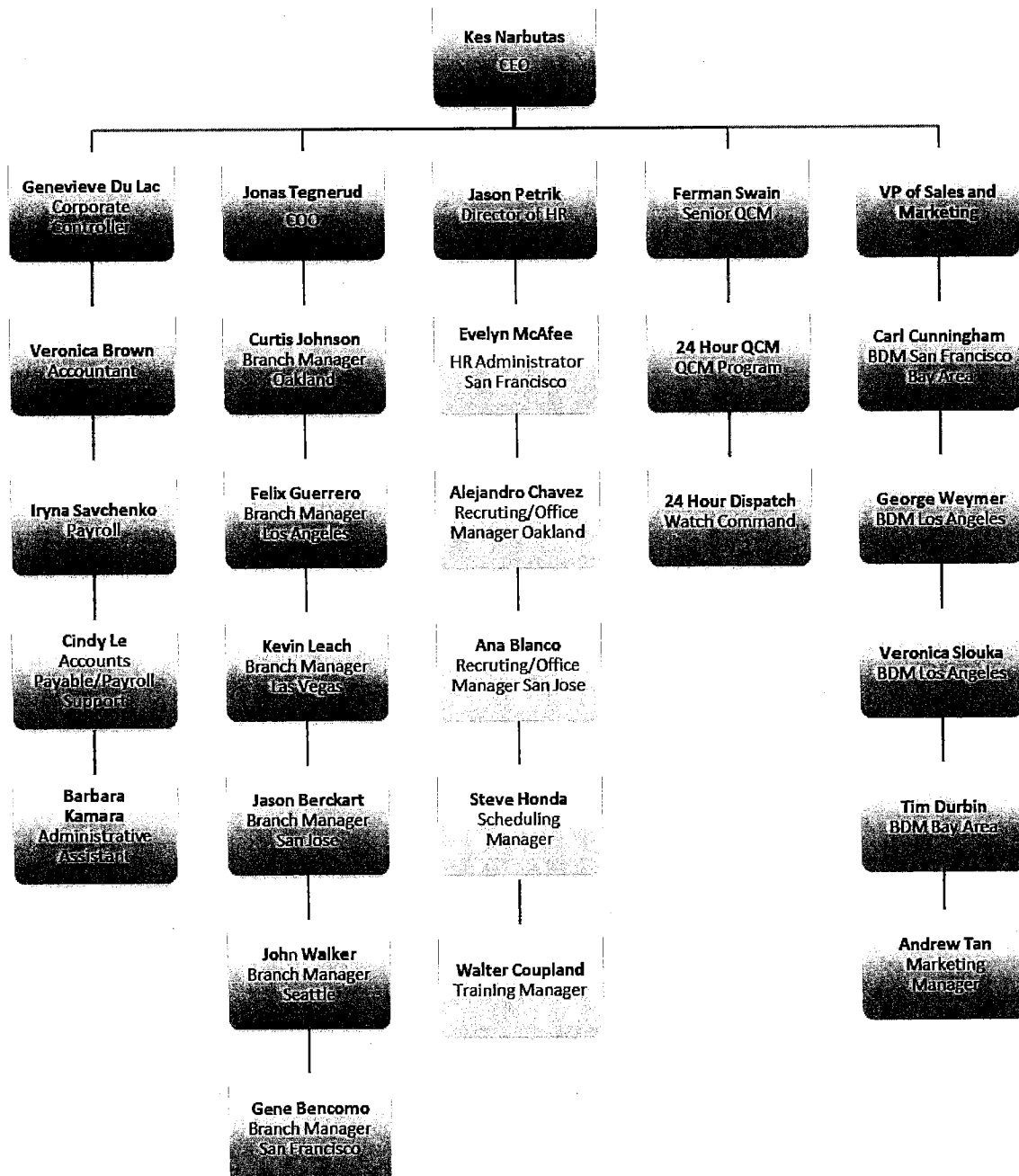
Branch Offices

Cypress Private Security Office Locations		
452 Tehama Street	San Francisco, CA 94103	1-866-345-1277
1455 E. Tropicana Ave. Suite 125	Las Vegas, NV 89119	1-866-345-1277
10016 Pioneer Blvd. Suite 212	Santa Fe Springs, CA 90670	1-866-345-1277
8105 Edgewater Dr. Suite 115	Oakland, CA 94621	1-866-345-1277
1015 12 th Street	Modesto, CA 95354	1-866-345-1277
4300 Clayton Road	Concord, CA 94521	1-866-345-1277
159 Western Ave. West Suite A456	Seattle, WA 98119	(206) 588-2146
1762 Technology Drive	San Jose, CA 95110	1-866-345-1277
9245 Laguna Springs Drive #228	Elk Grove, CA 95758	1-866-345-1277

Organization

CPS wants to provide the County of Los Angeles with a direct channel of communication so we can continue to provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy.

Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an outline of the CPS organizational structure:



Executive Team

The CPS executive team is located in San Francisco and is directly involved in providing support to the on-site staff as well as the assigned client manager. The client manager works closely with the site security manager.

The following outlines CPS team members that will be involved in the delivery of services:

Kes Narbutas
Chief Executive Officer
Cypress Private Security, LLC



Expertise

Law, Executive Management, Strategic Planning, Organizational Planning, Long-term Corporate Strategy, Security Operations, Partnership Organization, Commercial Real Estate

Education

PhB - Wayne State University
 JD - Antioch School of Law

Certificates/Affiliations

California Bar, New York Bar, California Real Estate Broker, BSIS, CalSaga, ASIS, U.S. Department of Housing and Urban Development (FHA/HUD), Portico Properties, KTB Realty Partners, Inc., eQuityhound.com, Inc.

Kes Narbutas founded Cypress Private Security in 1996 when he was a client of security services for a real estate ownership group. In that capacity, he recognized a void in the marketplace and saw the need for a truly customer service-oriented approach to security. His experience as a successful business attorney and owner/manager of commercial real estate gave him unique insight into the specific needs of the client community, and was the impetus for the creation of Cypress.

Assembling a highly skilled management team was the key driver to the company's continued growth. Under Mr. Narbutas' leadership, Cypress has grown into a major Western United States regional provider of high quality security services for institutional, governmental, and private commercial enterprises. Cypress has grown to over 1,000 employees working out of nine branch offices throughout California, Washington, and Nevada.

Today, Mr. Narbutas oversees long-range planning, ongoing operations and process development, and he serves as general counsel for corporate affairs. His diverse background in the security industry, law, real estate, and general business operations allows him to share his breadth of experience with the rest of the Cypress executive leadership team.

Under Mr. Narbutas' direction, CPS has reinforced its market leadership position in providing high quality, customer-centric security services. Mr. Narbutas states, "It is our goal to provide the best security workforce management services in the Western United States to quality clients in the markets we serve. We are proud of the long-term client partnerships we have maintained through the years, and we look forward to serving new clients who want to join us in setting the highest standards in the security industry."

Jonas Tegnerud
Chief Operating Officer
Cypress Private Security, LLC

**Expertise**

Executive Management,
Personnel Development,
Project Management,
Organizational Planning,
Long-term and Daily
Operational and
Corporate Strategies,
Security Assessments,
Security Plans and
Program Protocol
Development, Security
Training Plans, Security
Operations, Quality
Control Management

Education

Graduated from the
Swedish Military
University

Certificates/Affiliations

BSIS, CalSaga, ASIS,
FEMA, NCRIC, IFCPP,
IAHSS, Swedish Armed
Forces, Swedish Royal
Family

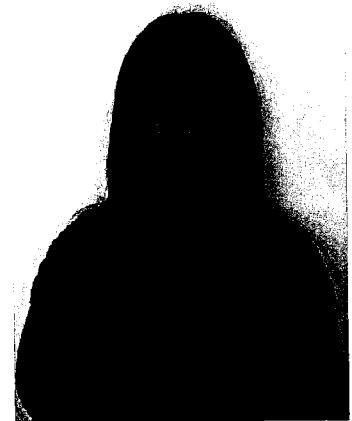
As Chief Operating Officer and a member of the Cypress executive team, Jonas Tegnerud is responsible for all operations-related tasks such as quality assurance, contract compliance, and client relations. With his leadership and management skills, as well as his knowledge of the security industry, the everyday operations run like clockwork. Together with the rest of the CPS team, Mr. Tegnerud has developed an efficient and well-motivated workforce based on personal responsibility, integrity, and customer service.

In 2002, Mr. Tegnerud joined Cypress Private Security in a project management role and worked on developing and implementing new company-wide procedures. The protocol he has installed over the years blankets many facets of Cypress' operations, ranging from screening and hiring to training and personnel development. His acumen on security protocols, quality assurance, and threat assessment also helped Cypress grow to become the top Western United States security provider.

Mr. Tegnerud graduated from the Swedish Military University in 1994. Specializing in leadership training and personnel development, Mr. Tegnerud was responsible for the long-term and day-to-day planning, implementation, and evaluation of soldiers, specialists, and officers. During his time with the Swedish Armed Forces Mr. Tegnerud also performed security-related duties with the Swedish Royal Family. He handled many sensitive matters and received great experience in learning how to operate successful and effective security in highly visible as well as low-key settings.

The expertise and insights he gained from his military background prepared him well for his role at Cypress. His deep understanding of successful security has made him a valuable asset when the CPS team plans security programs for new clients. Many of his policies have been integral in shaping the success of CPS, especially his high standards for quality control and maintaining proactive communication with clients. Mr. Tegnerud also successfully led the transition of several large and prestigious accounts.

Geneviève du Lac
Corporate Controller
Cypress Private Security, LLC



Expertise

General Ledger
Accounting, Financial
Analytics, Strategic
Financial Planning,
Corporate Financial
Control Systems, Team
Building

Education

Business and
Administration Degree
from University of
Nebraska-Lincoln

Genevieve du Lac came to Cypress Private Security in 2012 with considerable experience in accounting and finance. Prior to joining Cypress, she worked in the accounting consulting industry providing accounting, finance, and technical solutions for startups as well as privately held and publicly traded companies. Her expertise is in building stronger accounting departments, and developing effective analytical tools for strategic planning. Now she uses her skills to benefit Cypress and Cypress clients.

Ms. du Lac oversees the company's accounting, finance, and payroll departments. Her professional philosophy is centered on fortifying a strong and cohesive team to better support operations and management. One of the things that attracted her to Cypress is the company's emphasis on its people.

"People think that accounting and finances are all about numbers, but there's a purpose to those numbers," she says. "The bottom line isn't about numbers; it's about people. What really matters is how we can utilize our company's resources, not only in terms of corporate efficiency, but in terms of benefitting people, including our employees and our clients."

In her role as corporate controller at Cypress, Ms. du Lac has already begun to grow her departments as the company's operations and management needs continue to expand. Her focus is on streamlining the accounting, payroll, and finance policies and procedures for efficiency and effectiveness to better serve the company in its endeavors. With an emphasis on accuracy, detail, integrity, and innovation, Ms. du Lac shares her core strengths to the accounting, finance, and payroll departments. Although she works in a fast-growing environment, she relishes the challenge.

Jason Petrik
Human Resources Director
Cypress Private Security, LLC

**Expertise**

Human Resources Management, Strategic Planning, Organizational Planning, Employee and Labor Relations, Client Relations, Human Resource Development, Risk Management, Talent Acquisitions, Companywide Protocol Development, Personnel Development, Team-building Strategies

Education

Sam Houston State University (Degree in Psychology)

PHR Certification (Professional in Human Resources)

Jason Petrik joined Cypress Private Security in 2013 as the human resources director, bringing experience in HR management, customer service, and client relationship development. As the HR director, Mr. Petrik is responsible for overseeing companywide HR compliance, training, and employee programs that will continue to bolster Cypress' overall growth. He has long held a passion for working in the area of human resources and has a vested interest in continually keeping up with the ever-changing HR landscape.

Mr. Petrik graduated in 1994 with a psychology degree from Sam Houston State University in Huntsville, Texas. The study of human behavior proved to be a worthwhile field of knowledge early in his working career, when he was in the telecommunications sales industry. He was quickly promoted into a management position and was a sales manager at AT&T for five years.

While still in Texas, Mr. Petrik gradually transitioned from sales into recruiting. He traveled across the nation, recruiting for hospitals on retainer-based agreements. The healthcare positions he filled were, by their nature, among the hardest in the industry to fill, but the challenge proved to be a worthwhile experience in his professional growth.

In 2003, Mr. Petrik relocated to the Bay Area. After his time in the healthcare recruiting industry, he was a natural fit as a manager in the staffing industry, where he gained more valuable experience in HR management. Since moving to the Bay Area, he served at Google for three years, overseeing as many as 500 outsourced contractors at a time. In this role, he developed policies and procedures for the project, implemented training for supervisors, and concentrated on reducing turnover. For four years, Mr. Petrik also worked with Stanford Hospital and Lucile Packard Children's Hospital in Palo Alto, working closely with senior leadership in the areas of benefits, compensation, performance management, compliance, employee onboarding, and terminations.

The CPS Team for Public Works

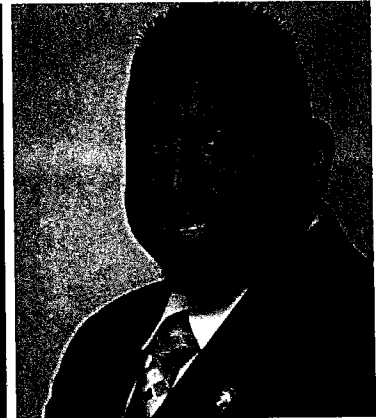
CPS has put together a highly skilled team to lead the security program and oversee the operation on a day-to-day basis at the County. The L.A. branch office is as 24/7 operation with a full dispatch operations center that will provide all necessary support for the Public Works project.

Project Organization Chart

Felix Guerrero, the Cypress L.A. branch manager, will oversee the Public Works security program. He will be the primary manager for the account. In the Cypress organization structure, he reports to Jonas Tegnerud, the COO. The three QCMs listed in the chart above will perform on-site supervision and management duties.

Felix Guerrero

**Branch Manager – Los Angeles Branch
Cypress Private Security, LLC**



Expertise

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations

BSIS, FEMA, DSMA, CPI
FEMA: Basic Workplace Security Awareness; FEMA: Workplace Violence Awareness; FEMA: Active Shooter; FEMA: Introduction to the Incident Command Center; Downtown Security Manager's Association; Certified Firearms Instructor

Felix Guerrero has worked in the security industry for over twelve years, spending most of his career as a project start-up manager, operations manager, and training administrator. He joined Cypress Private Security in 2009 and is now the client manager at the CPS Los Angeles branch office located in Santa Fe Springs. Possessing an astute understanding of client needs, Mr. Guerrero prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues.

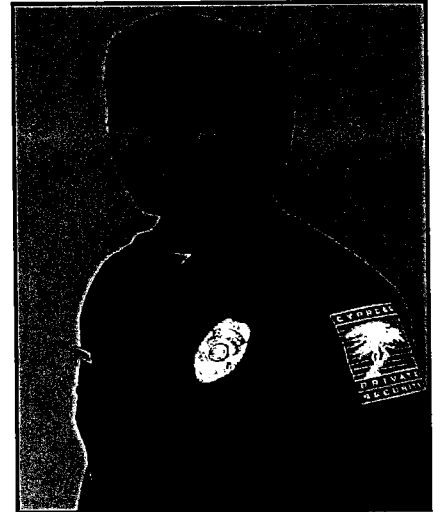
As a certified firearms instructor, Mr. Guerrero understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. With Cypress, Mr. Guerrero manages 40 armed guards in the Los Angeles area.

In addition, Mr. Guerrero gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Mr. Guerrero is a firm believer in teamwork. As a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry.

Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Mr. Guerrero's attitudes and experience make him a dependable and trusted frontline contact for all domestic security operations.

Crystal Escarcega
Quality Control Manager – L.A. Branch
Cypress Private Security, LLC



Expertise

Security Operations,
Security Assessments,
Security Training Plans,
Customer Service,
Supervision and
Management Leadership,
Critical City Infrastructure
Security Programs, Client
Relations

Education

Rosemead High School
1997-2001 Diploma

Certificates/Affiliations

American Red Cross: First
Aid, CPR, AED

Firearm Training
Academy: BSIS Guard
Card, Exposed Firearm
Permit, Baton PR24, Tear
Gas

A nine-year veteran of the security industry, Crystal Escarcega has been with Cypress Private Security since 2009. She has spent most of her career as a contract liaison and administrative assistant. As she grew in her professional roles, she developed excellent leadership skills which allowed her to successfully supervise a number of important security operations in a variety of markets.

She has overseen security operations for well over 400 hours for the Los Angeles City Department of General Services. Sites under her leadership include city housing authority properties and Metrolink facilities. She organized and led security operations at these sites, ensuring that the city's critical infrastructure was safe. Ms. Escarcega also supervised operations at other sensitive facilities including court buildings for adjudications. Because Cypress values genuine partnerships, her duties included weekly meetings with various client teams to discuss any security-related topics and receive feedback.

In addition to the Department of General Services, Ms. Escarcega has also supervised the Los Angeles Department of Water and Power. In her role shepherding the DWP contract, she had direct authority over 50 CPS security officers and five field supervisors. She led weekly meetings with her staff, checking protocol and holding training sessions when necessary.

In her position as a quality control manager, Ms. Escarcega is very serious about her role in maintaining quality service for each site. She regularly visits her sites to conduct trainings and assess site safety. She makes certain that all CPS officers are performing up to our usual high standards. Through her proactive leadership, involved customer care, and all-around dependability, Ms. Escarcega has proven to be an asset to Cypress.

Walter Coupland
Cypress Training Manager
Cypress Private Security, LLC



Expertise

Security Operations, Security Management, Officer and Professional Development, Security Assessments, Security Planning, Critical Incident Planning and Management, Emergency Response, Security Officer Training Plans, Personnel Development, Cultural Property Protection, Customer Service, Console Operation, Lost Property Facilitation

Certifications and Professional Affiliations

International Foundation for Cultural Property Protection (IFCPP), Certified Institutional Protection Manager, Certified American Red Cross First Aid Training Instructor, United States Marine Corps

Before entering the private security industry in 1999, Walter Coupland served in the United States Marine Corps in a variety of roles. One of his foremost duties was presenting training classes to make sure Marines knew and understood the safety procedures of their designated work areas. He also served a number of other roles in the USMC, including petroleum supply specialist, chaser, and hazmat NCO.

Mr. Coupland started his security career as the security supervisor at a major shopping center. There, he trained security staff and established set policies and procedures. His own knowledge of customer service and security continued to grow as he served as a security officer at a luxury hotel in San Francisco. As he grew in his abilities, he became security supervisor for other hotels. In his role as supervisor, he trained the staff on security procedures and taught courses about high-end customer service.

In 2003, he became the gallery security supervisor at the San Francisco Museum of Modern Art. Not only did he supervise the gallery security program, but he also educated his staff on customer service. Notably, the staff customer service rating increased every year he served at the SFMOMA and sometimes ranked as the highest-rated department in the museum. Later, Mr. Coupland became the Cypress client manager for the SFMOMA, leading to the increased responsibility of training a staff of over 200. In overseeing the training program, he also certified over 400 people in CPR and first aid. During his time at the SFMOMA, he became a Certified Institutional Protection Manager under the International Foundation for Cultural Property Protection.

Now, as the Cypress training manager, Mr. Coupland oversees and develops the entire company's training programs, policies, and procedures. Some of his expertise includes fire and life safety, customer service, access control, emergency procedures, and cultural property protection. Mr. Coupland also develops and teaches site-specific training plans, truly helping Cypress provide the most customized security services available.

George Weymer
Business Development Manager – L.A.
Cypress Private Security, LLC

**Expertise**

Business Management,
Business Development,
Security Operations,
Professional Sales,
Workplace Injury Prevention,
Healthcare Security Program
Transportation Security,
Educational Institutional
Security and Sensitive
Infrastructure Certifications

Professional Affiliations

American Society of
Industrial Security (ASIS),
Building Operators and
Managers Association
(BOMA), Institute of Real
Community Associations
Institute Community
Managers (CACM),
International Association for
Healthcare Security & Safety
(IAHSS), Community
Associations Institute (CAI),
International Facility
Management Association,
InfraGuard (FBI)

George Weymer joined Cypress Private Security in 2012 following 10 years of sales management experience in the private security field. After working with several multinational security organizations, Mr. Weymer brings a wealth of knowledge and experience to Cypress Private Security. Although still a relative newcomer to Cypress Private Security, Mr. Weymer has had a long admiration for the level of service and professionalism he witnessed in his travels. Cypress Private Security is a growing regional company that fosters a small company's ability to reach out to individual clients and recognize each employee's efforts and contributions. These are traits Mr. Weymer has continued to develop in his role at Cypress.

Mr. Weymer says, "Very shortly after being brought on at Cypress Private Security, I was amazed by the tools available and the level of sophisticated automation provided by management. This is a just one of the reasons Cypress has been able to enjoy double digit growth year after year."

Mr. Weymer hasn't forgotten his roots as a uniformed officer and he works hard to incorporate this into his management style, always viewing objectives through the eyes of the most valuable people in our organization: our officers.

Being able to build strong relationships has always been at the forefront of his many talents. Over the past decade Mr. Weymer has had the opportunity to pen security contracts with several Fortune 500 companies, government agencies, and mid-size businesses. As he puts it, "When you break it down, all companies are looking for similar solutions to their security situations: well-trained officers, responsive management, and a commitment to provide the best security services in the industry. Cypress Private Security has given me the tools to bring this message to the security audience."

Length and Quality of Experience

For approximately the past five years, Cypress Private Security has been the security provider for the County of Los Angeles Department of Public Works. During this time, we have prided ourselves on our swift emergency and on-call response time. On a consistent basis, our response time has been less than 24 hours after notification. For example, in the aftermath of the San Pedro landslide, Cypress was able to provide full coverage soon after the County made the request. Felix Guerrero, the branch manager, is on-call 24/7, as are all of our quality control managers. As a team, we are confident that Cypress will be able to continue swift response coverage at all times.

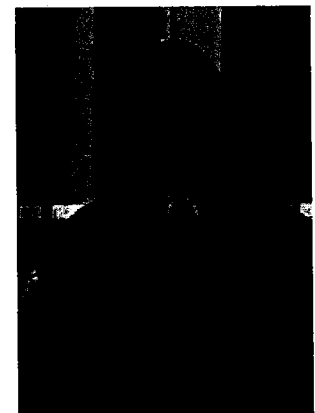
CPS employs armed and unarmed security officers that exceed stringent selection criteria and extensive training and certification levels in order to serve critical facilities and dynamic government clients. CPS' critical facility clients benefit greatly from the speed, personal service, and flexibility of a thriving local provider and, at the same time, experience the strength and support of a regional leader.

CPS' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Government and transportation agencies similar to the County of L.A. Department of Public Works find CPS to be the ideal security services partner.

According to the San Francisco Municipal Transportation Agency 2011 Performance Review (contracting over 80 CPS armed officers from 2005 to present), "Cypress has assisted with all SFMTA needs throughout the contract term while costs have remained approximately \$1 million under budget. Cypress has seamlessly resolved problems and issues as required by the contract. The company has accepted all responsibility for resolving problems within its scope of services and implemented corrective actions quickly."

CPS is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable CPS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Several relevant current CPS clients include:

- Department of Public Works County of Los Angeles
- San Francisco Municipal Transportation Agency
- California Lottery
- East Bay Municipal Utility District
- City of Oakland
- Glendale Water & Power
- Alameda-Contra Costa Transit District
- Redondo Beach Transit Authority
- Irvine Station Transit Center
- Glendale Water & Power
- City of North Las Vegas City Hall and Parks
- Las Vegas Speedway Commerce Center



Critical Government Facilities Specialization

Cypress Private Security serves a number of relevant government clients. Among the largest and most complex are the **San Francisco Municipal Transportation Agency (SFMTA)**, the **Los Angeles County Department of Public Works, Glendale Water & Power**, and the **East Bay Municipal Utility District**. Since beginning these partnerships, CPS has instituted proven management and security practices that have increased public safety and reduced vandalism to client property. The CPS management team and supervisors have over 30 years of collective experience and knowledge in serving public industries. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security.

Vigilant, ongoing evaluation of our security goals ensures that every facet of transit security meets its stated goals. Every CPS officer and manager attends monthly quality control meetings in order to document issues, evaluate them, and implement the proper solution. This organized process allows CPS to share best practices across all company lines.

Minimum Mandatory Requirements

1. PPO License: Please see Tab 10, Licenses and Certifications.
2. Cypress Private Security and our upper management team surpass the minimum five years of experience. As a company, we have been providing security services for 17 years. For more details on individual managers' experience levels, please see their staff bios.
3. Bid Guaranty: Please see Tab 16, Bid Guaranty.
4. If awarded this contract, Cypress will be able to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement in the RFP.
5. If awarded this contract, Cypress will be able to pay its employees the minimum level of compensation as specified in Exhibit A, Scope of Work, Item L.

6. WORK PLAN

Personnel Selection Process

As an equal opportunity employer, CPS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post.

The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

The hiring process starts with each candidate completing a rigorous application form that serves as the base reference material in determining his/her qualifications. First, we assess all relevant capabilities of an individual. Then we determine how well the candidate meets the specifications for a particular assignment.

Only one out of every thirty applicants is hired. This number is a testament to the fact that CPS attracts numerous applicants and is able to be selective when hiring new team members.

Pre-Application Interview Questions

The application process starts with a questionnaire designed to reveal attitudes toward work and security. Applicants are then selected to continue the application process.

Application

After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. CPS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview

To best assess a potential employee, CPS has implemented a multi-step interview process.

- **Human Resources Review of Application and Interview:** After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between CPS and the applicant. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- **Hiring Manager Interview:** The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment.

Hiring by the Numbers:

- 1 out of 30 applicants hired.
- 40-question questionnaire.
- 10-year residential history check.
- 10 panel drug test and random drug tests.
- 5 years average tenure.
- 7 years average time in security industry.
- 67% of employees hold multiple certificates.
- Applicants provide complete educational and work history.
- Full criminal background check.
- Annual check of all licenses.
- DMV check twice a year.
- Employees are hired for a specific need with specific skills.

- **Chief Operating Officer/Branch Manager Interview:** The manager will then conduct an interview with the applicant in order to establish how well the individual fits within the overall CPS culture, values, philosophies, and service standards.
- **Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right applicant for each site. (The effectiveness of our selection process is further demonstrated by the fact that 97% of our clients are more than satisfied with their initial officers and only 3% have voiced a concern.)

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the CPS personnel selection process.

Testing

- **Written Test:** Applicants take a written test so we can learn about their approach toward security, customer service, and their reasons for applying with CPS. This test is a good indicator of an applicant's ability to think intelligently and write professional reports.
- **Personality Test:** CPS uses proven personality tests. The following is a sample of areas examined in the personality test: honesty; drug and alcohol use; propensity toward anger/violence; integrity and work ethic; and willingness to follow directions.

Screening & Background Check

After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. Background checks are conducted at hire but can be conducted periodically throughout the term of the contract in accordance with County preferences.

Training & Work Verification

All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new CPS employee will complete and pass required CPS training modules.

Annual Verifications of Certificates

CPS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year CPS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

Drug Testing

Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene.



OHS Health & Safety Services
3303 Harbor Blvd Ste G-2
Costa Mesa, CA 92626
Phone (866) 362-0836
Fax (866) 362-0837

Company: Cypress Security (6984)

Participant:

Other ID:

SSN:

Results of Controlled Substance Test

Test Type: Pre-Employment
Record Status: Negative
Collection Date/Time: 09/26/2011 2430
Batch ID: 20110926
Specimen ID: 0984363
Specimen Collector:
Collection Site: Quest - Berkeley
2999 Regent St, Ste 101
Berkeley, CA 94705
Laboratory: Quest Diagnostics
Medical Review Officer: Dr. T McGee
MRO Verification Date: 09/27/2011
Date COC Received: 09/27/2011

<u>Substance Tested</u>	<u>Result</u>
Amphetamines	Negative
Barbiturates	Negative
Benzodiazepines	Negative
Cocaine	Negative
Marijuana	Negative
Methadone	Negative
Methaqualone	Negative
Opiates	Negative
Phencyclidine	Negative
Propoxyphene	Negative


Dr. T McGee

NON-D.O.T. TEST PANEL

This was printed on 9/27/2011 at 2:31:24PM

Training Programs

CPS is committed to the professional growth of every employee within the company.

Training for Performance – Learning for Life

At CPS, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. This plan takes into consideration the employee's personal goals and how they correlate with CPS corporate objectives.

CPS' objective is to deliver outstanding security services to each client. The first training section any CPS employee undergoes is a thorough overview of the company philosophies.

Development Training Structure

CPS' training platform covers all aspects of security, including operational and business strategies, to best prepare all employees for their duties.

The development training is divided into three careers and training blocks: professional security officer (PSO), quality control manager (QCM), and Cypress leadership training (CLT) program. Each of these cornerstones consists of several different steps and training modules.

The development training allows each employee within the company to truly seek a career path that enhances their skill sets, ambitions, and performance.

Professional Security Officer Training Outline

The CPS professional security officer (PSO) training program is part of the foundation in providing high quality security services. The PSO program is divided into three different levels of training. Each level has a set number of classes that need to be completed before moving on. The entire PSO program consists of 42 different classes. The training classes vary from 2-8 hours of training time, and it takes 82 hours to reach PSO level 3. Before being assigned to any site, officers must complete level 1.

Each CPS officer will follow an assigned training plan.

The PSO program is recognized in the security industry for meeting the highest possible standards. The foundation of the PSO program is found in the strict guidelines put forth by the state of CA, BSIS.

The following table outlines the steps of the PSO program.

Training at CPS:

- 40 hours of initial training.
- Over 50 different training modules offered to all employees.
- 100% of employees meet annual training requirements.
- In-house certified trainers.
- 80% passing score required for each training module.
- In-house CPR and first aid training program.
- 100% of training documented.
- 100% of employees participate in annual refresher and development training.
- Proprietary online training system accessible to all employees.
- Each employee has a personal training plan to follow based on career enhancement goals.
- Instructor-led classroom training.
- Scenario training between teacher and student.
- Training curriculums set for each client.

Security Officer – PSO Level 1

- The PSO Level One designation helps build a solid foundation of the security profession. Through the Level One step, officers are given the opportunity to establish a substantial understanding of the security industry. They will also develop their roles and functions within CPS.

Security Officer – PSO Level 2

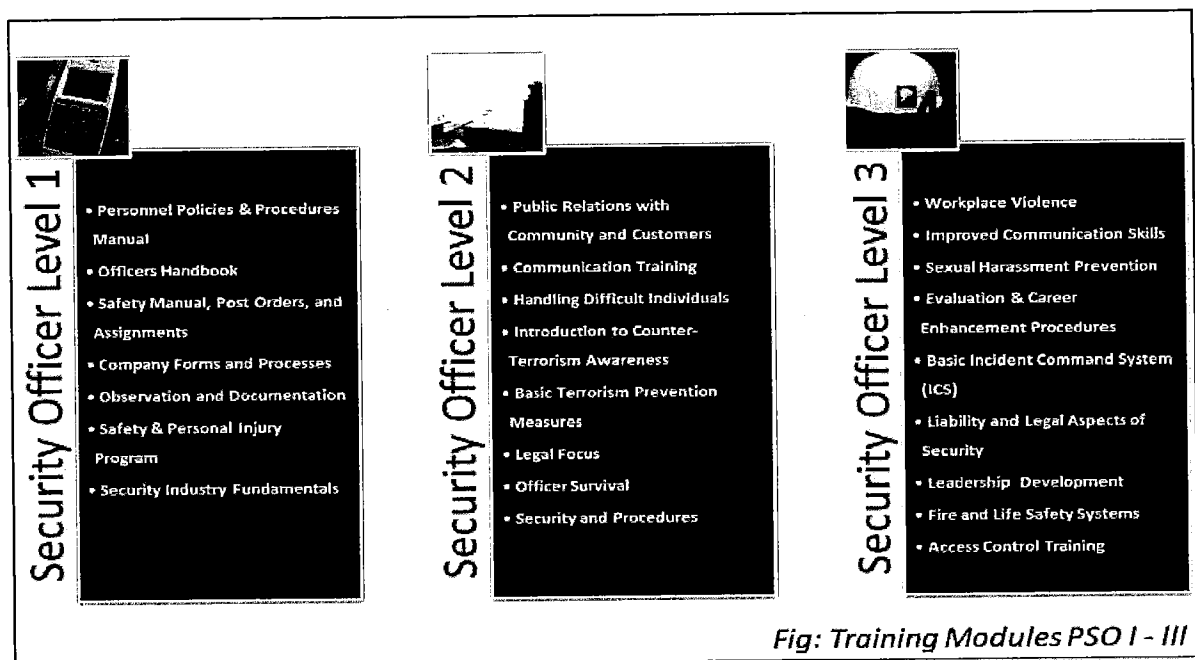
- In the PSO Level Two designation, there is a greater emphasis on training. Security officers focus on training areas such as communication and handling difficult people and challenging situations. This will help security officers in their daily work as they interact with clients, visitors, and other individuals in a safe, polite, and ultimately professional manner.

Security Officer – PSO Level 3

- The PSO Level Three designation teaches security officers to be well-versed in critical areas such as fire and life safety systems. The Level Three designation will also focus on workplace violence and sexual harassment prevention, as well as access control training. The PSO Level Three designation prepares security officers to become senior security officers.

Fig: PSO Level 1 through Level 3

The following chart outlines the different classes within the different steps of the PSO training.



Field Training Officer (FTO) Program: On-the-Job Training

CPS develops a field training officer (FTO) program for each site and post. These field training manuals are based on CPS' thorough review of the job duties. The security site assessment serves as the basis for the development of the FTO program.

Our comprehensive FTO program addresses items including, but not limited to, the following:

- Access control.
- Handling hostile individuals.
- Incident reporting.
- Procedures (admittance, parking and traffic control, emergency, bomb threat, power outage, evacuation, earthquake, etc.).

The length of the FTO program varies depending on duties. At a minimum, each officer will receive an initial 24 hours of supervised on-site training administered by a certified training officer who understands the ins and outs of the client's site.

The FTO program includes spot quizzes conducted by the training officer. At the conclusion of the training, both the training officer and the trainee must sign the FTO form indicating the subject material has been well-covered and understood by the trainee.

Quality Control Manager and Supervisor Training**Shift Supervisor**

- The shift supervisor training prepares lead or shift supervisors for their duties as the on-site supervisor. The shift supervisor is responsible for all on-site activities during a specific shift. The shift supervisor training includes areas such as personnel development and leadership.

Site Supervisor & Manager

- Site supervisor and management training will focus on training areas such as communication, employee motivation, and on-site structure. The training prepares the site supervisor and manager to lead a larger group of on-site security professionals who are skilled in multiple security fields.

Quality Control Manager

- The quality control managers are assigned to a larger area and support several different accounts. The role of quality control managers is in their title: they ensure the service quality CPS delivers to clients. QCM training focuses on quality control measures and personnel development. QCMs oversee a range of functions within the company.

Fig: QCS Training

The quality control and supervisory training (QCST) program is designed to help employees grow to their fullest potential within CPS. The training program gives supervisors the tools to lead the work at the site and

motivate employees to perform consistently at a high level. CPS promotes within the company to these positions, and prior to starting the QCST training program, the employee must complete the PSO training.

The QCST program serves as a motivational tool as well as a planning tool for both current and future leaders within CPS.

The following training modules are included in the QCS Training plan:

Disciplinary and Evaluation Process – Supervisors learn disciplinary functions and how to evaluate an employee's performance. The class examines a variety of methodologies in order to best promote the best performance from each employee.

Sexual Harassment Class – The sexual harassment class teaches the managers how to avoid and handle any situation that could be classified as harassment. This class is mandatory for all managers.

Improved Communication Skills – After completing this module, the trainee will be able to communicate effectively, to individuals and groups, and use spoken, written, and electronic communication.

Decision-making Techniques – To lead effectively, supervisors need to be able to make timely, thoughtful decisions consistently.

Types of Training

- **Classroom Training:** Each CPS employee starts their training in a classroom setting. The employees undergo a series of different instructor-led classes before being assigned to a site.
- **Scenario-based Training:** Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.
- **Client-specific Training:** CPS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. CPS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the Cypress Training Academy curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.
- **Cross-training:** Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows CPS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.
- **CPR and First Aid Training:** All security officers at CPS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes CPS' CPR and first aid training will receive a Red Cross certification. This training is also made available for the client's staff as the client sees fit.
- **Online Training Modules:** The Cypress Training Academy is our state of the art online training system for security officers and management and supervisory staff. Through CTA, Cypress Private Security trains each employee with the same standard, and brings new training modules to employees independent of their physical work location. In this way, CPS can quickly train all employees on any new industry-specific information or on any changes to the specific site the CPS employee is working at. Each module consists of three components: video module, written module, and a test. The employee must complete all three components and receive a passing score of 90% in order to receive certification for that module.

Public Works Client-specific Protocols: Procedures, Techniques, and Methods

Our experienced and knowledgeable security management team begins by reviewing your stated needs. The CPS approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, CPS pays special attention in addressing the following factors:

Account Supervisor – The account supervisor will be Felix Guerrero. For more detailed information on his experience and professional background, please his corporate resume under Section 5, The CPS Team for Public Works.

Transition Plan – As Public Works' incumbent security partner, we envision a seamless transition in continuing to provide our services.

Roving Patrol – Officers perform full patrols on a regular basis. These patrols include all interior public and service areas as well as perimeters as described in their specific post orders. The focus of these patrols is primarily for crime prevention and fire and life safety. Officers will protect County employees, visitors, patrons, and other members of the general public from harm. Officers will safeguard property against fire, theft, vandalism, trespassing, and other hazards.

Mobile Patrol – Vehicle maintenance shall be the responsibility of Cypress.

Supervision – CPS shall provide supervision for each shift to ensure that each beat assignment is inspected at least once per shift. In addition, CPS management shall meet on a regular basis with the facility's on-site Assistant Contract Manager to ensure a consistent level of communication and dialogue.

Access Control – Officers will perform access control duties in the most effective manner as dictated by the environment of their assignment. This includes key management, visitor logs, employee identification, entrance/exit management, and any other methods as described in their post orders. Trespassers located outside the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24-hour Dispatch – To ensure acceptable and timely handling of inquiries, complaints, and any other issues that may arise, CPS will staff a 24-hour dispatch center.

Comprehensive Training – All officers (both armed and unarmed) will successfully complete all mandatory training requirements and maintain current certificates. This includes first aid, CPR, AED, impact baton, and firearms. Should there be a desire for any additional training, a Cypress training manager will be able to develop training modules to continue sharpening officer skills on an ongoing basis. Cypress also has a certified MOAB (Management of Aggressive Behavior) trainer on staff.

Reporting and Documentation Procedures – All CPS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include Daily Activity Reports, Conditions Reports, Property Damage Reports, Lost and Found Reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment.

Customer Service – All officers are trained in customer service. Common courtesy and interacting with County employees and the general public are points of emphasis.

Rules and Regulations – All officers and supervisors learn their site's rules and regulations. If a violation is discovered, an Incident Report is written and forwarded to the appropriate member of your management.

High Number of Visitors/Foot Traffic – The CPS security program is designed to handle large groups of people. CPS manages a steady stream of visitors by creating a flexible security protocol that can easily be escalated or deflated as needed.

Lost and Found – Lost and found property is logged, inventoried, labeled, and issued a serial number to assist with tracking and accountability. All items are stored securely for a period of 90 days and are donated to charity if left unclaimed.

Emergencies – Every CPS officer is considered a first responder and is fully certified (and current) in CPR and first aid. Cypress retains a fully-certified CPR instructor on site to provide initial training and recertification. Each officer receives a four hour fire and life safety class. Site-specific emergency procedure training supplements the safety class. Emergency response training includes: fire, first aid, crime, and utilities/plant emergencies.

Safety – All safety hazards are documented and reported to the CPS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. CPS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Alarm and Surveillance Systems – CPS officers will respond to any and all alarms immediately. The officer on duty will follow all steps outlined in the post orders when responding to a fire alarm or any other alarm. Officers will be trained on the use and monitoring of electronic surveillance systems.

Handling Disruptive Individuals – CPS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. CPS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Officers will be trained in basic self-defense. Should a situation result in a physical altercation, officers will use that training, with all ethical care and restraint, to disarm and contain the offending individual to maintain public safety for all parties.

Code of Ethics – CPS officers follow our established code of ethics. In particular, the following apply to ALL employees of CPS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each CPS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All CPS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by CPS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All CPS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The CPS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.



Government and Municipalities – The public sector provides vital services. Specific functions vary (e.g., water, transportation, human services, airport, port), but the main purpose is always to provide services to the public in a cost-efficient manner. CPS works closely with city and county agencies to design and implement security solutions based on our threat-level assessments for each agency. In addition, CPS works with public works departments and police, fire, and other municipal departments to design effective security programs for both ongoing needs and one-time events, including: facility security; personnel protection; special event security; infrastructure security; emergency response; and loss of asset prevention.

Personnel Management: Proactive Field Support

The industry-leading CPS Field Supervision Program is a critical aspect of our proactive quality control process, which distinguishes us from other security providers. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At CPS, our supervisors and managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Leadership's Role: Random Site Inspections

Every shift, each CPS field officer on duty receives an on-site inspection from a field supervisor, quality control manager (QCM), client manager, or branch manager. QCMs inspect sites on a random schedule.

Key Individuals

The QCMs listed in the project org chart will perform these functions.

The QCM

Our QCM program sets us apart from all other security providers. This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance.

Daily Activity Reports

Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. The QCM reviews all DARs for accuracy and completion. On-site inspection times are logged in the site's DAR, which clients may review at any time.

CPS' Quality-focused Approach

Our attitude toward supervision is "inspect what you expect." Leadership establishes clear expectations to field officers, and disciplined inspections focus on making sure those expectations are met. Our quality assurance process centers on our proactive style of management. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

On-site Inspections:

- CPS is the only security company with a quality control manager (QCM) program.
- In our annual client survey, 10 out of 10 clients see CPS' QCMs as "valuable" or "very valuable."
- QCMs work to:
 - Root out potential problems proactively.
 - Support on-site staff.
- At least one on-site inspection per shift.
- Time of visits vary from day to day.
- Field officers fill out DARs to document observations or incidents.
- CPS manager duties during inspections:
 - Evaluate officers' physical appearance and equipment.
 - Conduct on-site patrol encompassing officers' scope of responsibility.
 - Make note of any oversights of issues not mentioned in the DAR.
 - As necessary, modifies patrol routes or protocol.
- Extra officers may be cross-trained during this time.
- CPS managers may meet with facility managers.

Emergency and Contingency Planning

The CPS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. CPS understands that changing security needs in the case of an emergency or incident requires CPS to respond with additional staff. CPS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). CPS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, CPS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

Cross-training – CPS cross-trains security officers, supervisors, and managers. CPS will share an employee list of trained officers available to work at the site and will train more officers per request of client, if needed.

Back-up Staffing – CPS will, at all times, have a pool of people who have received full site training and orientation, including post assignments, standards, and procedures. These officers will be able to fill any shift on a short notice.

Emergency Planning – CPS operates a corporate emergency response plan based on the nationally-recognized Incident Command System. This plan covers all aspects of emergency response. Our corporate guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, CPS works with management to implement preventive measures such as training and emergency planning.

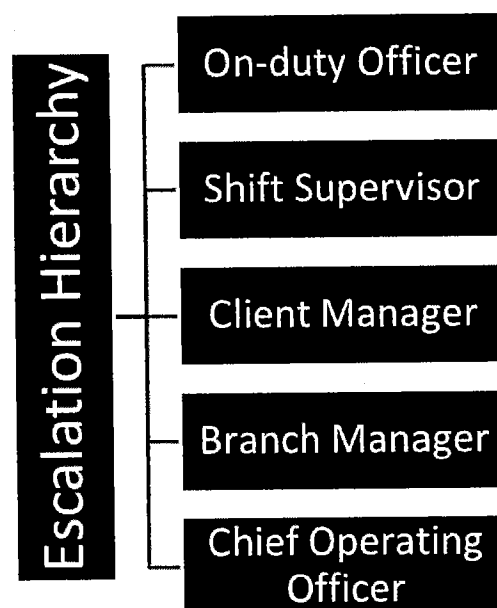
Emergency Response – CPS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables CPS to respond during an emergency incident or scheduled special events.

Escalation Hierarchy

CPS is fully prepared to expand and increase our security services to meet the needs of the County in the event of an escalation in the security level. CPS will work closely with the appropriate County representative to escalate and de-escalate the need for additional staffing as necessary. CPS is fully aware that these types of requests can change very quickly, and the company is able to work with the client to best fill any additional security needs.

When an incident or emergency occurs at the site, the officer will immediately contact and notify the shift supervisor. The shift supervisor will notify the client manager who will then notify the branch manager. The branch manager will report to the Chief Operating Officer. This hierarchy allows for a consistent flow of communication to the appropriate managers, and allows CPS to respond effectively.

In the event of an emergency and need for additional security services, CPS will take several different measures to increase the level of staffing as requested by the County. The first increase in staff is accomplished by using CPS staff assigned to the client's site but who are currently not filling a shift. The second level of



increase will be achieved by using CPS staff who are pre-approved to work at the Public Works facilities but who are currently working at other locations. Thirdly, CPS will use the on-call and flex security officers program to leverage the staffing. CPS will also increase manpower by tapping into management who are familiar and trained on Public Works security needs to increase the staff.

CPS Uniforms

CPS has a full-range uniform system which may be customized according to the requirements of the County. CPS quality control managers perform regular on-site field inspections and make sure that field officers' uniforms and appearance are presentable and professional. Officers are responsible for the cleaning, care, and maintenance of their own uniform; however, CPS does provide a stipend (25 cents per hour worked) for officers' cleaning allowance.

The hard uniform conveys more of an authoritative security presence and is used both indoors and outdoors. The hard uniform consists of a bomber jacket (which can be substituted with a sweater), dress shirt (made of sturdy material), slacks, tie, black socks, and black shoes. It's a professional look for locations where there is a higher potential for security issues.

It is the intent of CPS to work with your management to use the most suitable uniform. CPS views this as an important component when building an identity for the security program that will channel the philosophies and image of the Department of Public Works.

Cypress Private Security provides all security personnel with a durable set of uniforms. CPS provides initial and replacement uniforms to all uniformed security personnel.

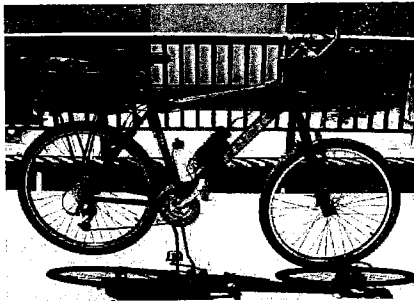


Equipment and Technology



Vehicles – CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.

We take pride in protecting the environment while we protect your site.



Bicycles – Some sites are large but don't justify the use of motorized vehicles. CPS uses regular frame bikes and mountain bikes to patrol such areas.



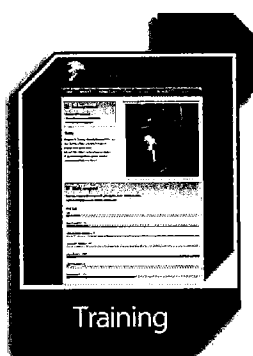
Safety Equipment – CPS provides custom-made hard hats, safety goggles, and safety vests.



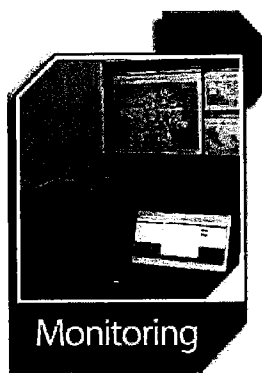
Firearms – At armed sites, CPS equips three types of semi-automatic handguns: the Beretta 92 (9mm), the Beretta 96 (.40), and the Glock 19 (9mm). These firearms have been approved by senior management and all armed CPS officers are fully trained.



Restraining Equipment – All CPS security guards are provided with LawPro handcuffs with case and key.



Online Training System – Cypress Training Academy is our state of the art online system that trains our officers in accordance with CPS and BSIS standards. Through CTA, we can offer new training modules to officers quickly.



Dispatch Center – The dispatch center is staffed 24/7 with highly skilled security professionals who monitor a wide range of alarm and tracking systems, maximizing the efficiency of the CPS workforce. Cypress has implemented several tracking and emergency communications systems to aid our field staff. These systems are monitored 24/7 and the dispatchers are ready to assist our officers by contacting local law enforcement, mobile patrol units, and client managers. The main purpose of the dispatch center is to lend support to each site and employee in the field. This includes single officer sites as well as sites with multiple officers, including the quality control managers in the field.

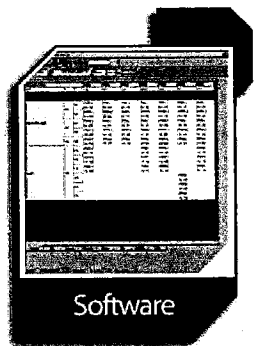
The dispatch operator is empowered to send additional staff to a site if necessary and will contact different managers as needed in the case of an emergency or incident. The Cypress dispatch center is built on modular Internet-based technology to ensure uninterrupted service. This technology allows Cypress to run the dispatch center from any location, including our current offices (San Francisco, Oakland, Concord, San Jose, Modesto, Sacramento, Los Angeles, Las Vegas, and Seattle), in case of an emergency such as an earthquake or flood.



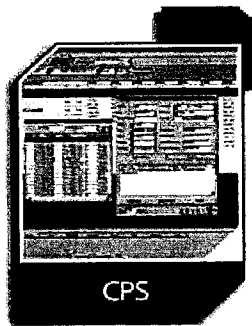
GuardTrax System – CPS uses the GuardTrax2™ Security Force Locator (GT2) allowing for both indoor and outdoor real-time performance monitoring. GT2 uses GPS, radio-frequency identification (RFID), cellular, and Web-based technology to manage and remain in communication with field officers. In addition, the device offers cell phone functions.

GT2 gives the control room the ability to:

- Track, monitor, and manage field officers.
- Pinpoint the closest officers for dispatch.
- Immediately summon extra help in emergencies.
- Communicate via voice and text.



Industry-leading Scheduling Software – Our system tracks schedules, officer profiles (training, certificates, site knowledge, and other vital information), time sheets, and invoices. The system allows us to schedule the best-suited officer for a specific site. Cypress has a full-time scheduler to ensure timely staffing during all situations.



CPS Workforce Management System – The system generates pay records and invoices. Other pertinent information logged in the system includes employee profiles indicating the training they've completed and certificates they've earned.

Proprietary Web-based Client Portal

In the area of technology, in addition to the GuardTrax system, Cypress also has a unique, proprietary client portal that provides all account information in an easily accessible and organized manner. The client portal provides the client with access to contract information, invoice history, insurance certificates, officers' daily activity reports, post orders, and GuardTrax reports. In addition, the client portal also provides access to other relevant information, such as team information (manager bios and certifications), Cypress' Twitter updates, links to security industry websites, basic training materials, and other information that can be customized at the client's request. We provide this client portal to all clients at no extra cost.

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My Security Team

My Key Documents

- [Contracts](#)
- [Post Orders](#)
- [Invoices](#)
- [Monthly Reports](#)
- [Incident Reports](#)
- [View All Reports](#)

CPS Company Docs

- [Licenses](#)
- [Certificates](#)

News & Updates

- [Company Newsletter](#)

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Client Manager:

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Quality Control Manager:

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The screenshot above displays the various team members assigned to the security program. In addition to their contact information, their training certificates and licenses are available for review.

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My Security Team

My Key Documents

- [Contracts](#)
- [Post Orders](#)
- [Invoices](#)
- [Monthly Reports](#)
- [Incident Reports](#)
- [View All Reports](#)

CPS Company Docs

- [Licenses](#)
- [Certificates](#)

News & Updates

- [Company Newsletter](#)

Documents

Home

Documents

New Folder

Post Orders Created By: George Meyer

Performance Bond Created By: George Meyer

Certificate of Insurance Created By: George Meyer

Invoices Created By: George Meyer

Startup Documents Created By: George Meyer

Monthly Reports Created By: George Meyer

Contract Documents Created By: George Meyer

Folder: Monthly Reports

Back to previous screen

Documents

Incident_report_1020130606.pdf 143.67 KB Created By: George Meyer

Folder: Invoices

Back to previous screen

Documents

SFMTA_Invoice_07_2013.pdf

Folder: Post Orders

Back to previous screen

Documents

SFMTA_Post23-c_Order.pdf

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The screenshot above displays the navigational screen where the user can examine all of the various documents (monthly reports, invoices, post orders, incident reports, etc.) related to the security program.

Staffing Plan

The following sample staffing plan lists the individuals who are committed to the Public Works project. The official staffing plan contains many more details, including: employee address, location assignment, work schedule, hours per day, full-time/part-time status, hourly rate, health insurance status, weekly schedule breakdown, and hire date.

EMPLOYEE		
NAME	FACILITY OR LOCATION	POSITION TITLE
Aragon, Blanca E.	922 S. Fetterly Plot	Security Officer
Joselito Peralta	Pacoima Dam Rover	Security Officer/Rover
Corado, Jose D.	Central Yard #2	Security Officer
Argueta, Saturnina	Pacoima Dam Eaton Yard	Security Officer
Cortez, Miguel	Three Sixty @ South Bay City of Redondo Beach	Security Officer
Peralta, Jeff	Villa Santa Fe Apartments	Security Officer
Rios, Victor	Three Sixty @ South Bay City Of Glendale	Security Officer
Cuevas, Angel	Mexican Consulate	Security Officer
Nwokedi, Christopher	LACO LA River	Security Officer

Marcos Penaloza	LACO LA River	Security Officer
Maged Sadek	LACO LA River Torrance LA Housing	Security Officer
Luis R. Rodriguez	LA Housing	Security Officer
Edwin Guerrero	RBTC LACO Park & Ride	Security Officer
Barrera, Silvia	Operational Services Yard Central Yard #2	Security Officer
Catano, Rogelio C.	Hollydale Yard Imperial Yard	Security Officer
Michael Capistrano	Eaton Yard	Security Officer Rover
Rafael Roque	Fetterly Lot Imperial Yard Hollydale Yard	Armed Security Officer
Johnny C. Tan	1525 Alcazar Yard	Armed Security Officer
Felix Guerrero	Branch Manager	Manager
Escarcega, Crystal	Field supervisor/Rover	QCM
Espinoza, Beatriz	Special details Westchester Yard	Security Officer
Espinoza, Leticia	Imperial Yard South Yard	Security Officer

Espinoza, Etelvina	South Yard	Security Officer
Espinoza, Santos	Imperial Yard Special Detail/Rover	Security Officer
Garcia, Hector R.	LACO DPW RD17 LAC Park Ride Ventura Hansen Yard	Rover
Herrera Antonio	Hollydale Yard	Security Officer
Jackson, Terry L.	Imperial Yard	Security Officer
Khanchatur Shakhnazaryan	2275 Alcazar Yard 1525 Alcazar Yard 2275 Alcazar yard	Security Officer Armed Security Officer
Ochoa, Rudy	Operational Services Yard South Yard	Security Officer
Rowels Mercedes	GWP Armed Rover	Unarmed Security
Ruiz, Yanira	Rover Mexican Consulate	Security Officer
Martinez, Lionso	Rover Mexican Consulate	Security Officer
Fuentes, Heriberto	Rover Mexican Consulate	Security Officer
Daniel Rivera	2275 Alcazar Yard	Armed Security Officer
Vera, Andres	Field Supervisor/Rover	QCM
Palacios, Jorge	Central Yard #2	Security Officer

Rodriguez, Noel A.	Hansen Yard Rover/Holidays	Security Officer
Haban Perfecto	QCM	QCM
Rucker, James	Hollydale Yard	Security Officer
Perez Francisco	Mexican Consulate Monitoba West	Security Officer
Sarian, Robert	Hansen Yard GWP	Security Officer
Adan Luna Solano	Operational Services Yard Central Yard #2	Security Officer
Mcdesyan Gevorg	LAC Park&Ride Ventura	Security Officer
Gebott Elizabeth	LAC Park&Ride Acton	Security Officer
Bautista Sergio	LAC Park&Ride Acton	Security Officer
Ynchausti Ricardo	LAC Park & Ride Fairplex	Security Officer
Kay Gilbert	LAC Park & Ride Fairplex Via Verde	Security Officer
Tellez Elijah	LAC Park & Ride Via Verde Fairplex	Security Officer
Senia E. Velasquez	LAC Park & Ride Acton Eaton Yard	Security Officer

Jake Peralta	LACO DPW Eaton Yard Rover/Holidays	Security Officer Rover
Rodriguez, Noel M	LACO DPW HQ COPLX Special Detail	Armed Officer
Mc Cue Nancy	Imperial Yard	Security Officer
Valdivia Felipe	Westchester Yard South Yard	Armed Officer
Hakobyan Arsen	Hansen Yard GWP	Security Officer
Daniel Herrera	Eaton Yard Special Details	Security Officer
Rosas Elvria	LAC Park&Ride Via Verde Fairplex	Security Officer
Francisco Alfredo	RD417 yard	Security Officer Rover
Bravo Cirilo	Hansen Yard Imperial Yard RD417 Yard	Security Officer Armed Officer
Piga Alfredo	RD417 yard	Security Officer
De La Torre, Gabriel	LACO DPW HQ COPLX	Armed Officer
Gonzalez, Armando	GWP Imperial Yard	Security Officer Armed Officer

7. QUALITY ASSURANCE PROGRAM

A. Policies and Procedures

Our mission of providing the best security management services in the Western United States requires a disciplined and rigorous self-evaluation of every single business and service function. We measure everything so we can improve everything. Constantly.

Quality Consistency

CPS' quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence. We don't make promises we can't deliver. Our quality assurance process is designed to augment any elements we need to improve as quickly as possible.

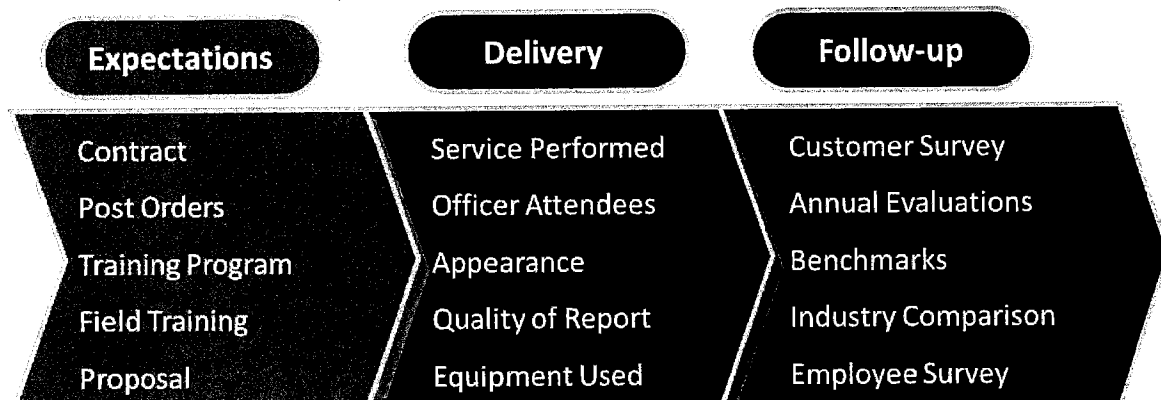
It is the responsibility of the Cypress management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal.

The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by CPS. Cypress creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets.

Quality at CPS:

- Based on ISO 9000 standards.
- All activities within CPS are measured and tracked.
- 100% performance evaluation conducted.
- Client surveys (annual surveys conducted with each client) covering 120 CPS functions.
- Clear and precise post orders reflect clients' specifications.
- Clearly developed technical protocols and customer service skill sets.

Quality Consistency Diagram



Customer Focus

Client needs can change over time. CPS management and staff meet these evolving needs by using cutting edge technology and educated decision-making.

Adherence to the ISO principle of "Customer Focus" enables CPS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow CPS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

System Approach to Management

When any part of a system is affected, the entire structure can be compromised. CPS promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. Cypress' system approach to management includes the following advantages:

- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.
- Consistency: Results achieved by design can be duplicated.

Client Survey

The client survey is an integral part of measuring CPS' performance against set benchmarks. The client survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.

Ongoing Evaluation of Security Program

Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and the results of the customer survey.

Quality Improvement Process

All compliance officers and managers attend monthly quality control meetings. There are three phases to the quality improvement process. In phase one, the different offices submit the requested QIP documentation. During phase two, the compliance officer evaluates the documentation, and issues detailed analysis to the managers. Phase three completes the process with the implementation of improvements and fine-tuning of the ongoing operation. The process enables CPS to share best practices across the company.

B. Inspection Fundamentals

General key performance indicators include the following:

- Quality Control Manager Visits: At least once per shift, a QCM will visit each site. These visits will be tracked, logged, and documented. Any issues that come up during the visit will be addressed immediately. The visits will be at random times so that field officers must always be prepared to expect an inspection. The inspecting manager will inspect the field officers' appearance, reports, activities, equipment, and patrol patterns. The senior QCM for the Public Works project is Crystal

Escarcega, who has been with Cypress since 2009. For her full corporate resume, please see Tab 5.

- **Regular Official Reports:** Official reports will be available to the County on a schedule agreed upon in advance. These reports will cover the different aspects of the security program and will be an avenue to evaluate a variety of issues (incidents, standard operating procedures, officer performance, etc.).
- **Regular Client Meetings:** The account manager will be available to meet with the appropriate County representative(s) on a regular basis (whether weekly, biweekly, monthly, or according to the County's preferred schedule). The purpose of these meetings will be to maintain a regular standard of consistent communication. Any previously unforeseen issues or client feedback will be taken into consideration and addressed immediately. Accountability is crucial in any cooperative environment and we want to provide the most customer satisfaction possible.
- **Annual Client Survey:** The client survey is an integral part of measuring CPS' performance against set benchmarks. This survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.
- **Annual Employee Survey:** The employee survey measures employee satisfaction and extracts feedback that can be used to improve on-site processes.
- **Training Standards:** Cypress training standards go above and beyond the bare minimum. In addition to all basic guard card training and initial site training, Cypress officers also undergo on-the-job training and ongoing training from certified in-house instructors. A fully customizable training program ensures that field officers are trained in the areas that are specific to their site and their duties. Clients can review each officer's certifications and training levels.
- **Safety Compliance and Accident Reports:** We obey all municipal, state, and federal safety regulations. In the event of any violations or accidents, incidents are clearly logged and documented, and immediate steps are taken to rectify the situation.
- **OSHA Compliance:** Cypress understands and complies with the standards and requirements set by the Occupational Safety & Health Administration.
- **No EEOC Violations:** Cypress is an equal opportunity employer and obeys all laws against discrimination.
- **Green Compliance:** As the first security company to earn a San Francisco Green Business certification, Cypress maintains compliance in minimizing harmful environmental impact. Cypress has also partnered with TerraPass to offset carbon emissions from our vehicles and offices.
- **Ability to Fulfill Service Requests and Provide Coverage for Special Events:** With at least 48 hours' notice, Cypress can fulfill additional service requests and/or special events coverage without charging overtime. Flex officers meet site training requirements and are on-call for the purpose of satisfying service requests and event coverage. In most cases, requests can be accommodated even with less than 48 hours' notice.

Sample Officer Evaluation Form



CYPRESS PRIVATE SECURITY

OFFICER EVALUATION

1. Fill out score card using check boxes
2. Transfer individual scores to Total by hand
3. Highlight bottom-right cells and choose "Update Field" (an average is calculated)
4. Print evaluation and sign

Date:						
Employee:						
		1. Fail	2. Poor	3. Average	4. Good	5. Excellent
1	PERSONAL PRESENCE					
	- Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Personal Hygiene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Uniform and Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
2	COMMUNICATION SKILLS					
	- Client/Employee Relations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Ability to Diffuse Situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
3	WRITTEN SKILLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
4	ATTENDANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
5	OVERALL ATTITUDE					
	- Take Directions Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Cooperation/Team Player	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Professional Demeanor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
	- Demonstrate Respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0

Average Score (Highlight and "Update Field" to calculate): **0.00**

Average Score: 1 = Fail, 2 = Poor, 3 = Average, 4 = Good, 5 = Excellent.

Employee:	
Signature:	

Supervisor:	
Signature:	

C. Quality Control Documentation, Review, and Reporting

CPS uses several official forms in order to maintain quality control and to keep written records. All of the following documents can be made available to Public Works at your request, and can also be archived on the client web portal.

- **Officer Evaluation Form:** Supervisors and managers are able to score field officers' performance based on various criteria (personal presence, communication skills, written skills, attendance, and overall attitude).
- **Performance Review Form:** Supervisors and managers perform regular performance reviews. Typically, these reviews are annual.
- **Performance Improvement Plan:** These plans are developed to address any notable issues or areas that require correction or improvement. Supervisors counsel employees and work together to develop a plan that will help the employee improve performance. The written plan serves as a roadmap for the employee and the supervisor will hold the employee accountable by checking in on him or her on a regular basis.
- **Vehicle Maintenance Checklist:** CPS has forms to keep track of the condition of our vehicles. This ensures that vehicles will be maintained to be in the best possible condition.
- **Customer Survey:** The customer survey is a chance for any CPS client to grade our services. It is an opportunity for CPS to gauge customer satisfaction and make any improvements.
- **Annual Survey:** The annual survey is a substantially lengthier and more detailed client survey.
- **Corrective/Preventive Action Report:** If a client has any major concern that demands immediate rectification, CPS will open a corrective/preventive action report immediately. This form clearly states what the problem is, who is responsible for overseeing the correction, and the solution plan. There will be a timeline so that progress will be tangible.

8. NO SUBCONTRACTORS

Cypress Private Security does not plan to use subcontractors to execute the services required by the County of Los Angeles Department of Public Works security program.

10. LICENSES AND CERTIFICATIONS



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 12497
RECEIPT NO. 22390123

VALID UNTIL SEPTEMBER 30, 2014

CYPRESS PRIVATE SECURITY
452 TEHAMA ST
SAN FRANCISCO CA 94103

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named hereon is issued a Private Patrol
Operator License Renewal.

12/12
12/12

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WP/PPG 02/28/08

Certificate of Membership

This is to certify that

CYPRESS PRIVATE SECURITY

is a member in good standing and is entitled to the rights and
privileges of membership in the

California Association of Licensed Security
Agencies, Guards and Associates

1862

April 30, 2013

Member Number

Expiration Date



11. INSURANCE

Cypress Private Security will comply with and exceed the insurance coverage requirements set forth in Exhibit B, Section 5 of the RFP. Cypress carries \$5 million general liability insurance.

We have completed Form PW-16. Please see Tab 13, Forms List, for a copy of the form.

12. RECORD KEEPING

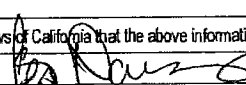
Cypress has completed Form LW-9 and will comply with State and Federal labor regulations and record keeping requirements. Please see Tab 13, Forms List, for our response to Form LW-9.

13. FORMS LIST

PW Forms

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: , 2013		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Armed and Unarmed Security Services for Various Public Works Facilities (2013-PA013)			
DECLARANT INFORMATION			
3. Name Of declarant: Kes Narbutas			
4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: Chief Executive Officer			
PROPOSER INFORMATION			
6. Proposer's full legal name: Cypress Security, LLC		Telephone No.: 1-866-345-1277	
Physical Address (NO P.O. BOX): Headquarters: 452 Tehama St., San Francisco, CA 94103		Mobile No.: 562-208-6009	
e-mail: info@cypress-security.com		Fax No.: 415-352-1910	
County WebVen No.: 14881501	IRS No.: 94-3242472	Business License No.: 303679	
7. Proposer's fictitious business name(s) or dba(s) (if any): Cypress Private Security			
County(s) of Registration: San Francisco		State: CA	Year(s) became DBA: 1996
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input checked="" type="checkbox"/> A limited liability company:	Name of managing member: Kes Narbutas		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Kes Narbutas	Title CEO	Phone 415-240-4500	Fax 415-352-1910
Street 45 Tehama Street	City San Francisco	State CA	Zip 94103
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 11/13/13
Type name and title: Kes Narbutas, Chief Executive Officer			

FORM PW-2.1

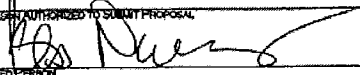
**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES
(2013-PA013)**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except vehicle mileage for travel to and from work site incurred in the performance of the contract with approval by the County Contract Manager, will be reimbursed at the County's current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED # OF HOURS	ANNUAL PROPOSED PRICE (UNIT PRICE X ESTIMATED # OF HOURS)
1.	Security Officer (Armed)	\$ 21.32	53,693	\$ 1,144,734.76
2.	Security Officer (Unarmed)	\$ 19.60	17,338	\$ 339,824.80
3.	Sergeant (Armed)	\$ 24.17	2,000	\$ 48,340.00
4.	Lieutenant (Armed)	\$ 24.17	2,000	\$ 48,340.00
TOTAL PROPOSED ANNUAL PRICE				\$ 1,581,239.56

I declare under penalty of perjury under the law of California that the information stated above is true and correct.

LEGAL NAME OF PROPOSER Cypress Security, LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Chief Executive Officer		
DATE November	DATE 20	DATE 2013
PROPOSER'S ADDRESS 9926 Pioneer Blvd., Suite 106 Santa Fe Springs, CA 90670		
PHONE Office: 1-866-345-1277	PHONE George Weymer: 562-222-4196	PHONE Fax: 562-222-4198

FORM PW-3

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Cypress Private Security		
Company Address: 9926 Pioneer Blvd. Suit 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 866-345-1277		
(Type of Goods or Services): Security Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

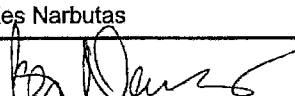
Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Kes Narbutas	Title: Chief Executive Officer
Signature: 	Date: 11/13/13

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (2013-PA013)

SERVICE BY PROPOSER: Cypress Private Security

PROPOSAL DATE: Proposal Due 11/18/13

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	82	65	81	75	131	434	95
2. Total dollar amount of Contracts (in thousands of dollars).	12,320,000	13,878,000	16,563,000	21,338,000	25,289,000	89,388,000	23,400,000
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	55	46	38	41	65	245	83
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	110	87	64	88	148	497	191

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Kes Narbutas

Name of Proposer or Authorized Agent (print)

Signature

11/13/13

Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Kes Narbutas

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Chief Executive Officer

of Cypress Private Security
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

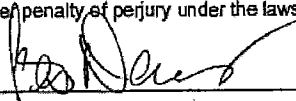
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Date 11/13/13

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Cypress Private Security

PROPOSED CONTRACT FOR: Dept. of Public Works, RFP # 2013-PA013

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Security	SERVICE DATES: 04/2009 to present
DEPT/DISTRICT: LAC DPW HQ	
CONTACT: Vicky Valles, Contract Manager	
TELEPHONE: 626-458-7393	
FAX:	
E-MAIL: vvalles@dpw.lacounty.gov	

SERVICE: Security	SERVICE DATES: 04/2009 to present
DEPT/DISTRICT: LAC DPW Facilities	
CONTACT: Jesus Castillo, Contract Administrator	
TELEPHONE: 626-458-4055	
FAX:	
E-MAIL: jcastill@dpw.lacounty.gov	

SERVICE: Security	SERVICE DATES: 04/2009 to present
DEPT/DISTRICT: LAC DPW Park and Ride	
CONTACT: Jesus Camarena, Transit Operations	
TELEPHONE: 626-458-3965	
FAX:	
E-MAIL: jcamarena@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	SERVICE DATES: 11/2013 to present
AGENCY/FIRM: City of Anaheim	
ADDRESS: 955 S. Melrose St., Anaheim, CA 92805	
CONTACT: Yolanda Gaytan, Operations Contract Specialist	
TELEPHONE: 714-765-6977	
FAX:	
E-MAIL: ygaytan@anaheim.net	

SERVICE: Security	SERVICE DATES: 04/2012 to present
AGENCY/FIRM: Glendale Water & Power	
ADDRESS: 800 Airway, Glendale, CA 91201	
CONTACT: Kevin C. Todd, Sr. Project Manager	
TELEPHONE: 818-548-3317	
FAX: 818-409-7172	
E-MAIL: ktodd@ci.glendale.ca.us	

SERVICE: Security	SERVICE DATES: 10/2008 to present
AGENCY/FIRM: City of Irvine / Department of Public Works	
ADDRESS: 1 Civic Center Plaza, Irvine, CA 92606-5208	
CONTACT: Tay Chor, Sr. Transportation Analyst	
TELEPHONE: 949-724-7322	
FAX: 949-724-7517	
E-MAIL: tchor@ci.irvine.ca.us	

SERVICE: Security	SERVICE DATES: 01/2012 to present
AGENCY/FIRM: Redondo Beach Transit Center	
ADDRESS: 415 Diamond Street, Redondo Beach, CA 90277	
CONTACT: Joyce L. Rooney, Transit Operations	
TELEPHONE: 310-318-0631/1+2670	
FAX: 310-937-6621	
E-MAIL: joyce.rooney@redondo.org	


FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Cypress Private Security
Address	9926 Pioneer Blvd. Suite 106, Santa Fe Springs, CA 90670
Internal Revenue Service Employer Identification Number	94-3242472

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Cypress Private Security	
Authorized representative	Kes Narbutas, CEO	
Signature		Date 11/13/13

FORM PW-8

LIST OF SUBCONTRACTORS			
Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.			
<input checked="" type="checkbox"/> Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.			
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-9

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Cypress Private Security

My County (WebVen) Vendor Number: 14881501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

- ☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): Limited Liability Company						
Total Number of Employees (including owners): 950						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partner/Associate/Manager		Manager		Employee	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	26	20	186	164
Hispanic/Latino	0	0	13	4	148	34
Asian or Pacific Islander	0	0	10	4	45	42
American Indian	0	0	0	0	4	2
Filipino	0	0	Unknown	Unknown	Unknown	Unknown
White	2	0	34	5	140	67

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: CEO	Date: 11/13/13
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LOCAL SBE-FIRM-ORGANIZATION FORM.DOC OAAC Rev. 09/20/07 PW Rev. 11/27/07

FORM PW-10

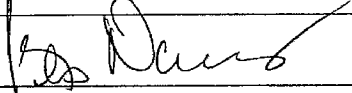
GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature		Title	Chief Executive Officer
Firm Name	Cypress Private Security	Date	11/13/13

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Cypress Private Security

Company Name

9926 Pioneer Blvd. Suite 106, Santa Fe Springs, CA 90670

Address

94-3242472

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☒☐

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

☐☐

Signature

Kes Narbutas, Chief Executive Officer

Name and Title (please type or print)

11/13/13
Date

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

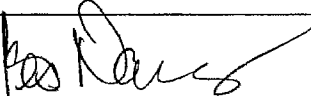
COMPANY NAME: Cypress Private Security		
COMPANY ADDRESS: 9926 Pioneer Blvd. Suite 106		
CITY: Santa Fe Springs	STATE: CA	ZIP CODE: 90670

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Kes Narbutas	TITLE: CEO
SIGNATURE: 	DATE: 11/13/13

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Cypress Private Security
☒ Proposer has not had any contracts terminated in the past three years.

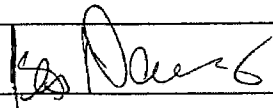
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

NONE

SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM	
CONTACT PERSON:		CONTACT PERSON:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM	
CONTACT PERSON:		CONTACT PERSON:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

SIGNATURE



DATE:

11/20/13

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security

- ☐ Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☒ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

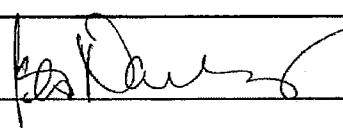
1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Michael Lazar vs. Cypress Security
3. Case Number: BC517963
4. Court of Jurisdiction: Superior Court for the State of California, County of Los Angeles
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Plaintiff has served the complaint for wrongful termination. Claim is without merit and Proposer's EPLI insurance carrier is defending. Size of claim is immaterial.

B. ☐ Pending Litigation ☒ Threatened Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Sheila Scott vs. Cypress Security
3. Case Number: CGC-13-534852
4. Court of Jurisdiction: Superior Court for the State of California, in and for the County of San Francisco
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

We have received notification that this case has been filed with the court but we have not been served and additional details are unknown at this time. If and when served, defense will be tendered to Proposer's EPLI carrier.

Signature of Proposer: Date: 11/13/13

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security

- ☐ Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☒ Threatened Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Alfonso Lara et al vs. Cypress Security
3. Case Number: BC523637
4. Court of Jurisdiction: Superior Court for the State of California, County of Los Angeles
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

We have received notification that this case has been filed with the court but we have not been served
and additional details are unknown at this time. If and when served, defense will be tendered to
Proposer's EPLI carrier.

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____

Date: 11/13/13

FORM PW-16

ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (2013-PA013)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Cypress Private Security
Proposer's Name

9926 Pioneer Blvd. Suite 106, Santa Fe Springs, CA 90670
Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

FORM PW-17

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:



It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Kes Narbutas</u>	Title: <u>Chief Executive Officer</u>
Signature: <u>[Signature]</u>	Date: <u>11/13/13</u>

FORM PW-18

**ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES
(2013-PA013)**

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Proposer must check a box under each section. Failure to check any boxes or provide required responsive information may result in the disqualification of your proposal as non-responsive.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer or their managing employee(s) must have a minimum of five years of experience in providing security services to private or public institutions performing the type of services solicited.

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer Name/ Name of Managing Employee	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page No.*
Jonas Tegnerud	At Cypress since 2002	COO. Long-term and daily operational strategies.	12
Felix Guerrero	At Cypress since 2009	Branch manager. Security operations management.	16
Crystal Escarcega	At Cypress since 2009	QCM. Field supervision and inspections. Field leadership.	17

(Please attach additional pages if needed.)

*List the page number(s) in the proposal containing the proposer or its managing employee(s) resume/experience.

☐ No. Proposer or their managing employee(s) does not meet the experience requirement stated above.

FORM PW-18

2. Proposer must possess a valid and active California-issued private patrol operator license at time of proposal submission.

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.10, Licenses and Certifications, please attach a copy of the license in your proposal to validate this minimum mandatory requirement).

Name	License #	Active Date	Expiration Date
State of California Department of Consumer Affairs PPO License	12497	10/01/2012	09/30/14

☐ No. Proposer does not have the permit as stated above.

3. The Proposer must submit a Bid Guaranty as outlined in Part I, Section 2.A.11, Bid Guaranty.

☒ Yes. Proposer's submitted a Bid Guaranty in accordance with the RFP. (In addition to responding to this form, as specified in Part I, Section 2.A.11, Bid Guaranty, please attach the Bid Guaranty to your proposal to support this minimum mandatory requirement).

☐ No. Proposer did not submit a Bid Guaranty as outlined in Part I, Section 2.A.11 and therefore does not meet the Bid Guaranty requirement stated above.

4. If awarded this contract, the Proposer must have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.

☒ Yes. If awarded this contract, the Proposer does have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.

☐ No. Proposer does not have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.

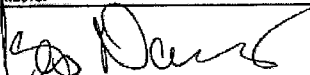
5. If awarded this contract, Proposer must affirm to pay its employees the minimum level of compensation as specified in Exhibit A, Scope of Work, Item L.

☒ Yes. If awarded this contract, the Proposer affirm it shall pay its employees the minimum level of compensation as specified in Exhibit A, Scope of Work, Item L.

☐ No. If awarded this contract, the Proposer shall not pay its employees the minimum level of compensation as specified in Exhibit A, Scope of Work, Item L.

FORM PW-18

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Bidder's Name: Cypress Private Security	
Address: 9926 Pioneer Blvd., Suite 106, Santa Fe Springs, CA 90670	
Authorized representative: Kes Narbutas, CEO	
Signature: 	Date: 11/13/13

LW Forms

FORM LW-3

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

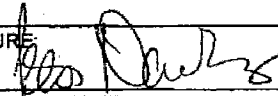
☐ Monthly

☐ Quarterly

☐ BI-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Cypress Private Security	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct	
SIGNATURE: 	DATE: 11/20
PLEASE PRINT NAME: Kes Narbutas	TITLE OR POSITION: Chief Executive Officer

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FORM LW-4

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

Cypress Private Security

Print Name of Firm

Kes Narbutas, CEO

Print Name and Title

11/14/13

Date

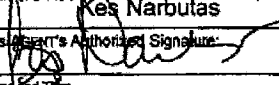
00442:WVP:VASUB:CONTRACTING/CONTRACTING FORMS/RFP/TOF-PROPA-10-2-08.DOC 07/25/01 DPW Rev. 11/12/02

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Cypress Private Security	Print Name of Owner: Kes Narbutas
Print Address of Firm: 9926 Pioneer Blvd., Ste. 106	Owner's Designated Authorized Signature: 
City, State, Zip Code: Santa Fe Springs, CA 90670	Print Name and Title: Kes Narbutas, CEO

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☒ Additional Pages are attached for a total of 1 pages.

P:\ASPUBCONTRACT\CONTRACTING FORMS\RFPTOF-PROPA-10-2-06.DOC DOC PW Rev. 12/2002

FORM L-5 Attachment

Cypress Private Security has had some minor wage and hour violations.

Cypress has had less than five claims of failure to all wages due within 72 hours of termination. (This is usually due to a small calculation error in accrued vacation of a few missing hours.) All such wages have been paid, along with any waiting time penalties, and are immaterial. These failures make up less than .001% of all payroll transactions in this period.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name: <u>Cypress Private Security</u> Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider Investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- ☐ Accuracy in self-reporting by proposer
- ☐ Health and/or safety impact
- ☐ Number of occurrences
- ☐ Identified patterns in occurrences
- ☐ Dollar amount of lost/delayed wages
- ☐ Assessment of any fines and/or penalties by public entities
- ☐ Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

GUIDELINES FOR ASSESSMENT OF PROPOSER_ 7/25/01

FORM LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed & Unarmed Security Services for Various Public Works Facilities (2013-PA013)

PROPOSER: Cypress Private Security

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS*	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
1525 & 1537 Alcazar (Lower Central Yard - OSD)											
One Armed Security Officer	24	24	24	24	24	24	24	168	8,736	13.35	\$ 116,625.60
2275 Alcazar (Upper Central Yard - OSD)											
One Armed Security Officer	24	16	16	16	16	16	24	128	6,744	13.35	\$ 90,032.40
Compton Creek (Flood)											
One Armed Security Officer	24	16	16	16	16	16	24	128	2,864	13.35	\$ 38,234.40
Hansen Yard (Flood)											
One Armed Security Officer	24	14				14	24	76	4,091	13.35	\$ 54,614.85
Imperial Yard (Flood)											
One Armed Security Officer	24	14	14	14	14	14	24	118	6,246	13.35	\$ 83,384.10
LA River - start from Imperial Yard (Flood)											
One Armed Security Officer		8	8	8	8	8		40	2,080	13.35	\$ 27,768.00
LA River (Flood)											
One Armed Security Officer	24	15	15	15	15	15	24	123	2,816	13.35	\$ 37,593.60
Pacifica Dam (Flood)											
One Armed Security Officer	16					16	16	48	2,496	13.35	\$ 33,321.60
Hollydale Yard (Road)											
One Armed Security Officer	24	16	16	16	16	16	24	128	6,744	13.35	\$ 90,032.40
South Yard (Sewer)											
One Armed Security Officer	24	13	13	13	13	13	24	113	5,964	13.35	\$ 79,619.40
Community Development Commission (ASD)											
One Armed Security Officer	8	8	8	8	8	8	8	56	2,912	13.35	\$ 38,875.20
Via Verde (Programs)											
One Unarmed Security Officer		13	13	13	13	13		65	3,412	12.34	\$ 42,104.08
Vincent Grade/Acton (Programs)											
One Unarmed Security Officer		18.5	18.5	18.5	18.5	19		92.5	4,842	12.34	\$ 59,750.28
Fairplex - Ganesha Park (Programs)											
One Unarmed Security Officer		15	15	15	15	15		75	3,932	12.34	\$ 48,520.88
Ventura Park (Programs)											
One Unarmed Security Officer		12	12	12	12	12		60	3,152	12.34	\$ 38,895.68
As-Needed											
As-Needed Unarmed Security Officer									2,000	12.34	\$ 24,680.00
As-Needed Armed Security Officer									2,000	12.85	\$ 25,700.00
As-Needed Armed Sergeant									2,000	15.5	\$ 31,000.00
As-Needed Armed Lieutenant									2,000	15.5	\$ 31,000.00
Comments/Notes:										Total Annual Salaries	\$ 991,752.47
* May include estimated 88 hours for holiday coverage										(1) Vacations, Sick Leave, Holiday	\$ 18,670.00
										(2) Health Insurance **	\$ 130,500.00
										(3) Payroll Taxes & Workers' Compensation	\$ 150,325.00
										(4) Welfare and Pension	\$ -
										Total Annual Employee Benefits (1+2+3+4)	\$ 299,495.00
										(5) Equipment Costs	\$ 41,010.00
										(6) Service and Supply Costs	\$ 47,300.00
										(7) General and Administrative Costs	\$ 133,682.00
										(8) Profit	\$ 66,000
										Total Annual Other Costs (5+6+7+8)	\$ 288,992.00
										TOTAL ANNUAL PRICE	\$ 1,561,239.58

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at least \$11.84 per hour.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

**** The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer (unarmed) \$11.84/hr.
 Security Officer (armed) \$12.85/hr.
 Sergeant (unarmed) \$13.50/hr.
 Sergeant (armed) \$15.00/hr.
 As-needed Lieutenant (unarmed) \$15.00/hr.
 As-needed Security Director (unarmed) \$24.00/hr.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Cypress Private Security

Name of Proposer

Renee Wynn

Signature

3/2/14

Date

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (2013-PA013)

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	Employees sign in at the beginning of each shift and sign out at the end of the shift. Quality Control Managers (QCMs) audit the sign-in sheets daily and enter the actual hours worked into our D3 electronic data capturing system. All employees are expected to report to work at their specified work site location. N/A

FORM LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

When employees arrive to work, they make an entry into a sign-in sheet. Quality Control Managers audit the sign-in sheets daily and record the hours worked into our D3 electronic recording system. The D3 system keeps track of the hours worked and creates an invoice according to the actual aggregate hours worked by each employee.

Our D3 electronic recording system is capable of keeping electronic records of actual hours worked. These records are kept and available for any future audits.

Daily sign in sheets are checked against schedule and entered into our D3 system. The reports created are available for review either electronically or in print form.

Entries are made daily and kept for review/audit in perpetuity.

The initial schedule is created electronically and distributed to each employee.

Records are manually checked daily by both on-site supervisors and QCMs. The records are checked against the Master Schedule for any deviation between the two. Breaks and meal breaks are also verified. Any discrepancies are audited in real time and adjustments (if needed) are made prior to recording in the D3 electronic scheduling/ invoicing system to address actual hours worked with hours billed.

Sign-in sheets (hard copies) are kept for 5 years. The electronic entries are kept in perpetuity.

Yes, the sign-in sheets are audited daily and then used to create payroll and invoices. The paper sign-in sheets are maintained for a period of not less than 5 years.

QUESTION

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

3. RECORDS OF ACTUAL TIME WORKED

3.1. What records are created to document the beginning and ending times of employee's actual work shifts?

3.2. What records are maintained by the Proposer of actual time worked?

3.3. Are the records maintained daily or at another interval (indicate the interval)?

3.4. Who creates these records (e.g., employee, supervisor, or office staff)?

3.5. Who checks the records, and what are they checking for?

3.6. What happens to these records?

3.7. Are they used as a source document to create Proposer's payroll?

3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).

CYPRESS SECURITY

FIELD TIME SHEET



Employee:		Week Start Date:				Enter the week ending:																								
Work Site:		QCM		Employee #:		Position:		<input type="checkbox"/> SECURITY OFFICER <input type="checkbox"/> FIELD SITE SUPERVISOR																						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Start																														
Out																														
1a																														
Finish																														
Subtotal																														
Regular																														
Sick																														
Holiday																														
Vacation																														
Unpaid																														
Other																														
Overtime																														
Total																														

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.

Employee:	Signature Date:	Field Site Sup:	Signature Date:

Office Use Only: () EXEMPT () NON-EXEMPT

CYP - F112 - Version 1.2 - 06-24-2008

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>Records of actual time worked are used.</p> <p>On-site supervisors check the sign-in/sign-out sheet against the schedules for which they are responsible. Quality Control Managers check the records again to confirm actual hours worked against the Master Schedule.</p> <p>Yes, employees sign the sign-in sheet.</p> <p>Quality Control Managers check and approve the source document once it is checked against the Master Schedule.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Breaks and meal periods are entered in the sign-in sheet and checked for each shift.</p> <p>The sign-in sheet is checked daily and kept for 5 years. Electronic copies are kept in perpetuity.</p> <p>Shift supervisors are the first to check the documents. The QCM approves the documents. Any payroll discrepancies are under the authority of the branch manager and the HR and payroll departments.</p>

3 of 6

FORM LW-9	
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>Daily sign-in sheets are checked and verified against the Master Schedule. Once approved by the QCM, an entry is made into our D3 electronic payroll and billing system.</p> <p>Employees are either paid through direct deposit or through a debit card furnished by CPS. Check stubs are available online on our employee portal.</p> <p>We do not issue checks. (See answer to 6.2.) The officers are paid in one lump sum for straight time and overtime.</p> <p>Check amount and all deductions are listed on the electronic view/print document.</p>

Thursday, November 21, 2013

CYPRESS PRIVATE SECURITY

CYPRESS SECURITY LLC
CYPRESS SECURITY LLC
452 TEHAMA STREET
SAN FRANCISCO, CA 94103

VOUCHER DATE 11/15/13
VOUCHER NO. [REDACTED]

DEPOSIT

THIS IS NOT A CHECK

Bank T/R # [REDACTED] Bank Account [REDACTED] Deposit Amount [REDACTED] Description Checking

SAN FRANCISCO, CA [REDACTED]

SITE [REDACTED]

131119140902 0000020000000001

VOUCHER - NON NEGOTIABLE

Employee ID#		Employee Name		Voucher No. 156289		Company Name & Address (415) 352-1900	
CYP220		Div # 10		CYPRESS SECURITY LLC		CYPRESS SECURITY LLC	
Period Start 11/3/13		Period Ending 11/9/13		Check Date 11/15/13		452 TEHAMA STREET	
				FW- S 1		SAN FRANCISCO, CA 94103	
				ST- S 1			
EARNINGS		TAXES		DEDUCTIONS		NET PAY	
DESCRIPTION	HOURS	RATE	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD DESCRIPTION	AMOUNT
SALARY				SSEC			
VACATION				MEDI			
				FWT			
				SWTCA			
				EESDICA			
	REG BAL	YTD ACCR	YTD TAKEN	AVAIL BAL			
SICK							
VACATION							
MEMO:							
						DENQPE	
						MEDKHE	
REG HRS	0.00	OT HRS	0.00	BLENDED OT HRS	0.00	BLENDED OT RATE	\$0.000
CUSTOMER	LOCATION	DATE	TOUR	REGULAR	Hours O.T.	HOLIDAY	Rate O.T. HOLIDAY

11/19/2013 2:09:02PM

000002000069\$000001

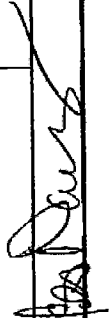
FORM LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION	
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>Client manager confirms weekly hours and calculates payroll. Payroll processor enters pay inquiries from previous payroll, checks employee absence list, and creates new batch. Payroll processor and scheduler prepare batch total for approval by CEO. Payroll processor sends fax to Valiant for processing.</p> <p>The officer is always paid with strict accordance to the post worked (i.e., the officer receives on pay rate for county work and another rate for non-county work). All payroll must match invoices created for each account worked.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>The officer is always paid with strict accordance to the post worked (i.e., the officer receives on pay rate for county work and another rate for non-county work). All payroll must match invoices created for each account worked.</p> <p>The program is embedded into the software system. Manual quality checks are made to assure accuracy.</p>

5 of 6

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>Travel time for employees working stationary shifts is not granted. If, in the course of the employee's scheduled responsibilities, travel is necessary, the employee is paid at the hourly wage rate.</p> <p>The employee will always be paid at the wage rate specified by the post.</p> <p>In response to both of these scenarios, CFS would make every effort to staff all posts at full-time 8 hour shifts and keep officers at their assigned post for the duration of their shift(s). If travelling between posts is necessary, the officer will be paid according to the post requirements.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>Overtime is paid to an employee who works beyond 8 hours per shift, or 40 hours per week. Wages are paid at 1.5 times the straight time rate.</p> <p>Each employee will be paid in accordance with the pay allocated to the post for which they work.</p>
<p>Print Name: Kes Narbutas</p> <p>Signature: </p>	<p>Company: Cypress Private Security</p> <p>Date: 11/19/13</p>

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14. SUBCONTRACTORS' FORMS LIST

As stated in Tab 8, Cypress Private Security does not plan to use subcontractors to execute the services required by the County of Los Angeles Department of Public Works security program.

15. LIVING WAGE ORDINANCE

Cypress Private Security is **not** applying for the living wage ordinance exemption.

16. BID GUARANTY



HEFFERNAN INSURANCE BROKERS

A Member of the Heffernan Group

November 14, 2013

Cypress Security, LLC
George Weymer
452 Tehama Street
San Francisco, CA 94103

RE: Bid Bond for County of Los Angeles
Armed and Unarmed Security Services for Various Public Works Facilities
Bid Date: 11/18/2013

Dear George,


Please find enclosed the bid bond for this project along with a copy for your records. In addition, we have included a sample performance bond form to be used if required.

Please sign the original bond prior to filing it with your bid.

Good luck on your bid. Please let us know the bid results at your earliest convenience.

If you have any questions, my direct line is 925-942-4698 or you can reach me by email at JuliaP@heffins.com.

Sincerely,


Julia Pitta
Bond Account Manager
Encl.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cypress Security, LLC
452 Tehama Street, San Francisco, CA 94013

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
1350 Cariback Avenue, Suite 200, Walnut Creek, CA 94596

a corporation duly organized under the laws of the State of MD
 as Surety, hereinafter called the Surety, are held and firmly bound unto County of Los Angeles
800 S. Fremont Avenue, Alhambra, CA 91803

as Obligor, hereinafter called the Obligor, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Armed and Unarmed Security Services for Various Public Works
Facilities (2013)-PA013

It is agreed and understood that any extension or extensions to the term of this contract shall be mutually agreed by the County, the Contractor and the
 Surety and neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself
 constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof.
 NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
 the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
 Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
 payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
 such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
 penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
 contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
 to remain in full force and effect.

Signed and sealed this 14th day of November, 2013

<p>(Witness)</p> <p><u>Nicole Flynn</u> Nicole Flynn (Witness)</p>	<p>Cypress Security, LLC (Principal) By: <u>[Signature]</u> CEO (Title)</p> <p>Fidelity and Deposit Company of Maryland (Surety) By: <u>[Signature]</u> Agent-in-Fact Julia Pitta (Title)</p>
--	--

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
 INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie WORDEN, David G. HARRIS, Kimberley ROMAN, Heather PATE and Julia PITTA, all of Walnut Creek, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gregory E. Murray*
Assistant Secretary
Gregory E. Murray

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 30th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



POA-F 016-6473B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 14 day of November, 20 13.



Geoffrey Delisio, Vice President


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Contra Costa)

On November 14th, 2013, before me, Heather Worden, Notary Public,
personally appeared Julia Pitta who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing is true and correct.

WITNESS my hand and official seal.


(Signature)

[SEAL]



THE AMERICAN INSTITUTE OF ARCHITECTS

COPY

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cypress Security, LLC

452 Tehama Street, San Francisco, CA 94013

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1350 Cariback Avenue, Suite 200, Walnut Creek, CA 94596

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto County of Los Angeles

900 S. Fremont Avenue, Alhambra, CA 91803

as Obligor, hereinafter called the Obligor, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Armed and Unarmed Security Services for Various Public Works

Facilities (2013)-PA013

It is agreed and understood that any extension or extensions to the term of this contract shall be mutually agreed by the County, the Contractor and the Surety and neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof.

NOW, THEREFORE, If the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, If the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of November, 2013

Cypress Security, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

Nicole Flynn

(Witness)

By:

Attorney-in-Fact

Julia Pitta

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

17. ADDITIONAL INFORMATION

Additional References

In addition to the references listed in Form PW-6, Cypress has been the security provider for these northern California government agencies.

East Bay Municipal Utility District (EBMUD)

CPS provides security for 19 different East Bay Municipal Utility District (EBMUD) sites. EBMUD supplies water and provides wastewater treatment. Due to the level of sensitivity, EBMUD requires a high level of security to ensure there are no breaches to the water supply facilities.

Type of Facility	CPS provides security for: office buildings, yards, security operating control centers, the water treatment plant, construction sites.
Period	07/01/2004 – Present
Contact Person	Steven Frew, Manager of Security and Emergency Preparedness 375 Eleventh Street, Oakland, CA 94607-4240 (510) 287-0881 sfrew@ebmud.com
Number of Staff	CPS provides approximately 50 full-time security officers for the different sites.
Clientele	As a public agency providing water for 1.2 million customers, EBMUD is open to the public.
Unarmed Officers	CPS provides unarmed security officers based at different EBMUD locations. The officers perform a range of different duties depending on location and the post.
Mobile Patrol	The mobile patrol unit is responsible for patrolling all EBMUD maintenance facilities and reservoirs and any and all EBMUD facilities. Duties include, but are not limited to: supervising all field officers at these locations; checking fence lines and gates; reporting vandalism and graffiti; and locking/unlocking areas of restricted access. They are also responsible for emergency response to all locations.
Access Control	The access control officers are posted at EBMUD main headquarters and monitor and direct the patrol units and static security officers. The officers will control access to and from the EBMUD facilities and restricted areas. They also perform vehicle inspections when required by heightened security levels enacted by Homeland Security.
Foot Patrol	The foot patrol officers are posted at several different EBMUD sites. They patrol the platforms, yards, and parking areas. Foot patrol officers keep the EBMUD property clear of vagrants, theft, graffiti, and vandalism and they notify the mobile patrol supervisor of any hazards at the site.
CCTV System Surveillance	CPS provides CCTV surveillance officers that monitor cameras for each EBMUD facility. They also monitor facility alarm systems and perform dispatch duties. They coordinate emergency response with the local, state, and federal authorities when needed.

San Francisco Municipal Transportation Agency (SFMTA or Muni)

The SFMTA's Muni is one of America's oldest public transit agencies. It is the largest in the Bay Area, the second largest system on the West Coast, and seventh largest system in the United States. It currently carries more than 200 million riders annually. Operating historic streetcars, modern light rail vehicles, diesel buses, alternative fuel vehicles, electric trolley coaches, and the world-famous cable cars, Muni's fleet is among the most diverse in the world. The SFMTA's Parking and Traffic operation manages 40 city-owned garages and metered parking lots. It also manages all traffic engineering functions within San Francisco, including the placement of signs, signals, traffic striping, curb markings, and parking meters. The SFMTA promotes the safe and efficient movement of people and goods throughout the city.

Type of Facility	CPS provides security for: office buildings, bus yards, security operating control centers, and museums.
Period	09/01/2008 – Present
Contact Person	Lea Militello – Commander, Special Operations Bureau, SFMTA One South Van Ness Ave., 8 th Floor San Francisco, CA 94103 lea.militello@sfmta.com Work: 415-701-5247
Number of Staff	CPS provides approximately 90 full-time security officers for the different sites.
Clientele	SFMTA services San Francisco with public transportation. As the security provider for SFMTA, CPS interacts on a frequent basis with different riders, including seniors, teens, and individuals with special needs. In particular, CPS provides undercover officers to ensure ADA compliance on the buses and trains. CPS staff interacts frequently with teenagers in and around the bus system. Special attention is put on maintaining a friendly dialogue with all riders.
Unarmed and Armed Officers	Cypress Private Security provides unarmed and armed revenue escort officers based at the SFMTA Headquarters. The armed revenue escort officers are responsible for escorting SFMTA revenue employees to stations throughout the system. They provide stationary and mobile security for revenue generated via sales. They escort all generated revenue and personnel from each station to the SFMTA headquarters.
Mobile Patrol	The mobile patrol unit is responsible for patrolling all SFMTA bus and rail yards. The anti-graffiti unit patrols all train platforms and train stations. Their duties include, but are not limited to: supervising all field officers at these locations; checking fence lines and gates, reporting vandalism and graffiti; and locking/unlocking areas of restricted access. They are also responsible for emergency response to all locations.
Access Control	The access control officers are posted at the Customer Service Center, Green Metro Center, Geneva Metro Center, Woods Motor Coach Center, Potrero Trolley Coach Division, Kirkland Motor Coach Division, Flynn Motor Coach Division, Presidio Motor Coach Division, Sixth and King Yard, Marin Facility, Muni Metro East, SFMTA Headquarters, and 875 Stevenson Street.
Foot Patrol	The foot patrol officers keep the SFMTA property clear of vagrants, theft, graffiti and vandalism, and notify the mobile patrol supervisor of any hazards.

City of Oakland

The city of Oakland has numerous public facilities which require a full scope of security services. Cypress provides security services for City Hall, multiple libraries, government offices, and other facilities.

Type of Facility	City Hall, public libraries, and other government facilities including office buildings
Period of Contract:	June 1, 2010 to present
Contact Person	Derin Minor, Facility Service Manager 250 Frank Ogawa Plaza (Suite 1329), Oakland CA 94612 510-238-3998 dminor@oaklandnet.com
Number of CPS Staff	37 full-time officers are assigned to this account.
Clientele	Elected officials, government bureaucrats, and the general public.
Unarmed Officers	Officers perform access control and lobby officer functions. They also secure the doors. They address any hazardous issues or property damage. Officers also deter loiterers and other unauthorized individuals from entering the premises. Officers respond to panic alarms and are trained in fire alarm procedures and emergency evacuation. CPS officers are first responders to all incidents occurring on the City of Oakland properties.
Mobile Patrol	Officers perform mobile patrol duties at the public libraries.
Access Control	Officers perform access control at Oakland City Hall, administration buildings, maintenance service facilities, and public libraries.
Foot Patrol	Officers perform roving patrols at all city administrative buildings and maintenance service yards.
Other services	Officers also perform personnel escort, assist the City manager's office with controlling access to City meeting rooms, and provide security at Oakland City Council meetings, City Senior Centers, and special events held under the auspices of the City government.

Cypress: The Logical Choice for the Department of Public Works

CPS has a number of competitive advantages that make us the logical choice as the preferred vendor for the Department of Public Works. These competitive advantages have been developed over the years and show how the CPS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

- ➔ **Experienced Management Team** – CPS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management.
- ➔ **Proprietary Client Web Portal** – This added value service allows you to review all reports and project-related documents. Documents are archived and organized for easy access and the user interface is designed to facilitate convenience and content.
- ➔ **Cypress Training Academy** – Through the CPS Training Academy, CPS offers its officers one of the most extensive training programs in the industry.
- ➔ **Low Turnover Rate** – CPS has one of the lowest employee turnover rates in the industry, and our officers are loyal and dedicated workers. Low turnover means less time and resources expended on rehiring and retraining.
- ➔ **Cultural Sensitivity** – CPS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- ➔ **Dispatch Center** – CPS operates a dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- ➔ **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. CPS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- ➔ **Emergency Response** – CPS develops emergency plans for all clients. CPS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.
- ➔ **Environmental Responsibility** – CPS is the only security company certified as a San Francisco Green Business with a carbon neutral goal and "green" operating philosophy. We have also partnered with TerraPass to sponsor clean energy to measurably reduce our carbon footprint.

It is our hope that that you and your team have developed a favorable opinion about CPS, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Los Angeles Department of Public Works.

Thank you for the opportunity to provide your team with this proposal.

The Cypress Team

Bid Detail Information

Bid Number : PW-ASD898

Bid Title : ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (2013-PA013)

Bid Type : Service

Department : Public Works

Commodity : GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)

Open Date : 10/21/2013

Closing Date : 11/4/2013 2:00 PM

Bid Amount : \$ 1,500,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Armed and Unarmed Security Services for Various Public Works Facilities (2013 PA013). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$1.5 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458 4050, stsui@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must possess a valid and active California-issued private patrol operator license at time of proposal submission. This requirement cannot be met through the use of a subcontractor's license.
2. Proposer or their managing employee(s) must have a minimum of five years of experience in providing security services to private or public institutions performing the type of services solicited. This requirement cannot be met through the use of a subcontractor's experience.
3. Proposers must submit a Bid Guaranty of 10 percent of the proposed annual price as specified in Part I, Section 2.A.16, Bid Guaranty.
4. If awarded this contract, the Proposer must have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.
5. If awarded this contract, Proposer must affirm to pay its employees the minimum level of compensation as specified in Exhibit A, Scope of Work, Item L.

A Proposers' Conference will be held on Monday, November 4, 2013, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, November 18, 2013, at 5:30 p.m. Please direct your questions to Ms. Tsui at the number listed on the previous page.

Public Works, in its sole discretion, may elect not to award this contract to proposer that has been awarded the contract for Armed and Unarmed Security Services for Various Public Works Facilities.

Further, in the event any acquisition, merger, or other change in Proposer's business entity resulting in common ownership of Proposer with an entity that has been awarded the Armed and Unarmed Security Services for Various Public Works Facilities, the Proposer's bid may be deemed nonresponsive. If such common ownership results after contract award, then this contract may be immediately terminated or suspended, at the Director of Public Works sole discretion, without liability to County.

Contact Name : Samantha Tsui

Contact Phone# : (626) 458-4050

Contact Email : stsui@dpw.lacounty.gov